

NINTH REPORT  
OF THE  
REGISTRAR OF BOARDS OF CONCILIATION  
AND INVESTIGATION

OF PROCEEDINGS UNDER  
THE INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907

FOR THE  
FISCAL YEAR ENDING MARCH 31, 1916

(Being an Appendix to the Annual Report of the Department of Labour  
for the same period.)

*PRINTED BY ORDER OF PARLIAMENT.*



OTTAWA  
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EXCELLENT MAJESTY  
1916







To the Honourable T. W. CROTHERS, B.A., K.C.,  
Minister of Labour.

SIR,—I have the honour to submit a Report of Proceedings under the Industrial Disputes Investigation Act, 1907, for the fiscal year ended March 31, 1916.

F. A. ACLAND,  
*Registrar of Boards of Conciliation and Investigation.*







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# Industrial Disputes Investigation Act, 1907

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NINTH ANNUAL REPORT OF PROCEEDINGS, BEING FOR THE  
FISCAL YEAR ENDING MARCH 31, 1916.

## I. INTRODUCTORY CHAPTER

The Industrial Disputes Investigation Act, 1907, became law on the 22nd of March, 1907, and had therefore, at the end of the fiscal year 1915-16, been in operation for nine years.

The record of the Industrial Disputes Investigation Act for the fiscal year 1915-16 presents no feature of special importance, save that immediately before the close of the period an Order-in-Council was passed making the provisions of the statute applicable to disputes in industries having to do with material needed for the purposes of the war. The Minister had become aware of the existence, at some points, of considerable underlying friction in these industries, and action on these lines was regarded as affording the most promising means of securing, without cessation of labour, the adjustment of differences which might arise. The disputes dealt with under the statute were somewhat fewer than usual, numbering in all 17. Besides the seventeen Boards established, working agreements were in several other cases reached as a result of renewed negotiations before the Board had been finally constituted; departmental officers in several such cases assisted the disputants. The larger railway organizations and the brotherhoods have been, generally speaking, fortunate since the outbreak of the war in avoiding serious friction, a situation resulting, as many circumstances have shown, from the forbearance of both sides and from a manifest mutual desire that the public agitation consequent on the war should not be, if possible, increased by trade disputes in one of the chief public utilities. Where, however, it was found necessary to have recourse to Boards, the differences, as a rule, were amicably arranged. Only one coal mining dispute, that at Westville, Nova Scotia, came before a Board, and in this case an agreement was effected. Possibly the most serious disputes of the year were those bearing on electrical workers and street railway workers. Disputes in these industries required the establishment of Boards at Calgary, Toronto, Vancouver and Edmonton. At Vancouver a strike of street railway employees was averted, but only with extreme difficulty, and at Toronto the electrical workers employed by the Hydro Electric System were on strike for some weeks, after the Board had dealt with the dispute. This last named dispute was the only case during the year where, after an application was received and the Department became aware of a threatened strike, the strike was not averted.

The statute has been from the first of special value in effecting adjustments in the longshoremen's industry and a further settlement of some importance in this direction was effected during the year in the case of the longshoremen of St. John, New Brunswick, the agreement extending from January 18, 1916, to December 1, 1919, and "thereafter from year to year unless notice of termination is given by either party thirty days prior to December 1 of any subsequent year."



The work of the year increases to 191 the number of disputes which, since the inception of the statute on March 22, 1907, have been dealt with under its provisions; of these 191 disputes the threatened strikes were averted in all save twenty cases.

The terms of the Order-in-Council extending the provisions of the Industrial Disputes Investigation Act to disputes in industries concerned in war work are as follows:

P. C. 680.

AT THE GOVERNMENT HOUSE AT OTTAWA.

Thursday, the 23rd day of March, 1916.

PRESENT:

His Royal Highness

The Governor General in Council.

His Royal Highness the Governor General in Council is pleased, in virtue of the War Measures Act, 1914, to order that the provisions of the Industrial Disputes Investigation Act, 1907, other than Section 63 thereof, shall specifically apply in the case of any dispute between employers and any employees engaged in the construction, production, repairing, manufacture, transportation or delivery of SHIPS, VESSELS, WORKS, BUILDINGS, MUNITIONS, ORDNANCE, GUNS, EXPLOSIVES, and materials and supplies of every nature and description whatsoever, intended for the use of His Majesty's military or naval forces or militia, or for the forces of the nations allied with the United Kingdom in the present war,—if such dispute threatens to result in a strike or lockout.

(Sgd.) RODOLPHE BOUDREAU,  
*Clerk of the Privy Council.*

The Honourable,  
The Minister of Labour.



## II. SUMMARY TABLES RESPECTING PROCEEDINGS UNDER THE INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.

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[The tables presented on the following pages are arranged in several divisions, viz., (i) showing proceedings by classes of labour concerned, from April 1, 1915, to March 31, 1916; (ii) showing proceedings by classes of labour concerned, from March 22, 1907, to March 31, 1916; (iii) showing by fiscal years, 1907-16, number of disputes dealt with; (iv) showing by calendar years, 1907-16, number of disputes dealt with; (v) containing statistical summary of each year's operations under the statute since its enactment, March 22, 1907.]







SESSIONAL PAPER No. 36a

## INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.

## SUMMARY STATEMENT FOR FISCAL YEAR 1915-1916.

TABLE SHOWING PROCEEDINGS, BY CLASSES OF LABOUR CONCERNED, FROM APRIL 1, 1915,  
TO MARCH 31, 1916.

Industries affected.	No. of Disputes referred under Act.	No. of Strikes not averted or ended.
<b>I. Disputes affecting Mines and Public Utilities:</b>		
(1) Mines:		
Coal.....	2	0
(2) Transportation and Communication:		
(a) Railways.....	4	0
(b) Street Railways.....	4	0
(c) Shipping.....	1	0
Total, Transportation and Communication.....	9	0
(3) Municipal Work.....	2	1
<b>II. Disputes affecting other than Mines and Public Utilities.....</b>	4	0
Total, all classes.....	17	1

The proceedings under the Act during this year include three cases in which certain proceedings had taken place during the preceding year, namely:— (1) a dispute between J. D. McArthur and Company, Limited, and the train operatives employed on the Edmonton, Dunvegan and British Columbia Railway, and the Alberta and Great Waterways Railway; (2) a dispute between J. D. McArthur and Company, Limited, and railway shopmen employed at West Edmonton, Alberta; and (3) a dispute between the Corporation of Calgary and electrical workers in its employ.

At the close of the fiscal year results were still pending in connection with an application received from the employees of the Toronto, Hamilton and Buffalo Railway Company engaged in the Company's locomotive and car department at Hamilton, Ontario.



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## INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.

## SUMMARY STATEMENT FOR THE NINE YEARS 1907-1916.

TABLE SHOWING PROCEEDINGS, BY CLASSES OF LABOUR CONCERNED, FROM MARCH 22, 1907,  
TO MARCH 31, 1916.

Industries affected.	No. of Disputes referred under Act.	No. of Strikes not averted or ended.
I. Disputes affecting Mines and Public Utilities:		
(1) Mines:		
(a) Coal.....	43	6
(b) Metal.....	13	5
Total, Mines.....	56	11
(2) Transportation and Communication:		
(a) Railways.....	75	5
(b) Street railways.....	21	2
(c) Shipping.....	11	0
(d) Commercial telegraphs.....	2	0
(e) Telephones.....	2	0
Total, Transportation and Communication.....	111	8
(3) Light and Power.....	3	0
(4) Municipal Work.....	9	1
II.—Disputes affecting other than Mines and Public Utilities.....	12	0
Total, all classes.....	191	20

At the close of March, 1916, results were still pending in connection with an application received from the employees of the Toronto, Hamilton and Buffalo Railway Company engaged in the Company's locomotive and car department at Hamilton, Ontario.



## INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.

TABLE SHOWING BY FISCAL YEARS, 1907-1916, NUMBER OF DISPUTES DEALT WITH.

	1907-08	1908-09	1909-10	1910-11	1911-12	1912-13	1913-14	1914-15	1915-16	Total
Number of applications.....	34	21	27	24	18	21	16	16	14	191
Number of Boards granted...	31	19	25	19	15	17	15	17	11	169
Number of disputes where strike not averted (or ended).	1	1	4	4	4	4	0	1	1	20

(The figures contained in the above table may be thought to show discrepancies as compared with those appearing in the yearly summaries. A closer examination will, however, show the statements of both classes to be in agreement. A complete statement of proceedings for a year must show all disputes dealt with during the fiscal year. The figures of the yearly statement include therefore disputes carried over from the previous year and which are counted in the summary of that year's proceedings. Thus the same dispute may properly figure in the annual statement for each of two years. In the statistical recapitulation covering several years, as above, it is necessary that no disputes shall be counted more than once and account is taken of the number of applications received during the year and thus brought within the purview of the statute.)



INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.

TABLE SHOWING BY CALENDAR YEARS, 1907-1916, NUMBER OF DISPUTES DEALT WITH.

	*1907 9 mos.	1908	1909	1910	1911	1912	1913	1914	1915	†1916 3 mos.	Total
Number of applications.....	25	27	22	28	21	16	18	18	15	1	191
Number of Boards granted.....	22	25	21	23	16	16	15	18	12	1	169
Number of disputes where strike not averted (or ended).....	1	1	4	4	4	3	1	1	1	0	20

\*The Act became law on March 22, 1907, so that the proceedings cover nine months only.

†To the end of the financial year, March 31.

(The remarks at the foot of the preceding table apply equally to apparent discrepancies as between the above summary, by calendar years, and yearly summaries of proceedings.)

STATISTICAL SUMMARIES OF OPERATIONS FOR EACH YEAR,  
1907-1916.

In the succeeding pages will be found a statistical summary of the operations of the Industrial Disputes Investigation Act for each fiscal year since the inception of the Act, March 22, 1907.



INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.—PROCEEDINGS 1907-08.  
STATEMENT of Applications for Boards of Conciliation and Investigation and of Proceedings thereunder from March 22, 1907, to March 31, 1908.

A.—MINES, AGENCIES OF TRANSPORTATION AND COMMUNICATION, AND OTHER PUBLIC SERVICE UTILITIES.

- 1. Appointed by the Minister, under Section 8, Sub-section 1, of the I. D. I. Act, on recommendation from party concerned.
- 2. Appointed by the Minister, under Section 8, Sub-section 2, of the I. D. I. Act, in the absence of a recommendation from party concerned.
- 3. Appointed by the Minister, under Section 8, Sub-section 3, of the I. D. I. Act, on the joint recommendation of the two members first appointed.
- 4. Appointed by the Minister, under Section 8, Sub-section 4, of the I. D. I. Act, in the absence of a joint recommendation by the two members first appointed.

I. MINING AND SMELTING INDUSTRY.

1. COAL MINES.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (E) Employer; (M) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
April 8 1907	(*)Cumberland Ry. & Coal Co. and employees.	Employees...	Springhill, N.S....	1,700.....	Concerning employment of non-union workmen.	.....	.....	.....	On April 1, employees went on strike. It was alleged by employees that they were under impression that the mines of Nova Scotia were exempt from provisions of Act. When it was explained that the Act applied to all Canada, employees returned to work April 8. Difficulty amicably settled. No Board constituted.
April 9.. 1907	(*) Canada West Coal and Coke Co. and employees.	Employees ...	Taber, Alta.....	150.....	Concerning hours of labour.	.....	.....	.....	On April 1, employer locked out employees. Employer alleged that this was done in ignorance of provisions of Act. When informed of provisions of Act by department, mines were re-opened on April 18. Subsequently an amicable settlement was effected through intervention of Mr. J. D. McNiven, fair wages officer of department. No Board constituted.

(\*) It is important to note in connection with these disputes that the Industrial Disputes Investigation Act was not assented to till March 22, 1907. It was some weeks later before copies of the Act were available for distribution. Its provisions in consequence were not fully known by the parties at the time these disputes occurred.



INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.—PROCEEDINGS 1907-08.—Continued.

I. MINING AND SMELTING INDUSTRY—Continued.

1. COAL MINES.—Continued.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (e) Employer; (m) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
April 9 1907	* Western Coal Operators Association and employees. Canadian American Coal and Coke Co.	Employees.	Frank, Alta.	250.	Concerning terms of joint agreement including wages schedule and other conditions of employment.	Sir Wm. Mulock, K. C. M. G. (c) 4; J. L. Parker (e) 1; L. P. Eckstein (m) 1.	April 22 1907	May 29 1907	Employees went on strike in the several mines while proceedings were pending in connection with the establishment of the Boards of Conciliation and Investigation, in consequence, it was alleged, of misunderstandings which arose through ignorance of the provisions of the Act. The Deputy Minister of Labour left for Fernie on April 19, to explain to the parties the provisions of the law. While in Fernie, the parties consented to his intervention as a conciliator under the Conciliation Act, 1900, and an agreement was effected on May 4. The Boards convened at Fernie on April 30, but adjourned proceedings pending investigations by the Deputy Minister. On May 6, the Boards reconvened to receive from the parties a formal statement that the differences had been adjusted, a further cessation of work being thereby averted. An important feature of the settlement was the establishment of a standing committee of conciliation between the employers and employees, to which future differences were to be referred.
	Crowsnest Pass Coal Co.		Fernie, Coal Creek, Michel, B.C.	1,800.					
	International Coal & Coke Co.		Coleman, Alta.	370.					
	West Canadian Collieries, Ltd.		Lille and Bellevue.	350.					
	Breckenridge and Lund Coal Co.		Lundbreck, Alta.	125.		Sir Wm. Mulock, K. C. M. G. (c) 4; F. B. Smith (e) 1; L. P. Eckstein (m) 1.			
	H. W. McNeill Coal Co.		Canmore, Alta.	300.					
	Pacific Coal Co.		Bankhead, Alta.	400.					

\*Applications for a Board were received also from the employers, parties to this dispute.



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May 8 1907	Cumberland Ry. and Coal Co. and employees.	Springhill, N.S.....	1,700.....	Concerning payment for work in counter levels and stone in pillar work.	The Hon. Mr. Justice Graham (c) 3; P. S. Archibald (E) 1; R. B. Murray (M) 1.	May 17 1907	July 13 1907	Board, being unable to effect a settlement by conciliation, presented a report signed by the Chairman and Mr. Archibald. Minority report was presented by Mr. Murray. The recommendations of the Board were not accepted by the employees. The strike which was threatened prior to the application for Board on May 8 was averted for the time being, but took place on August 1, continuing until October 31, when the employees returned to work on the conditions recommended in the report of the Board.
May 27 1907	Alberta Ry. and Irrigation Coal Co. and employees of coal mines.	Lethbridge, Alta...	400.....	Concerning conditions of employment.	.....	.....	.....	Amicable settlement including agreement as to conditions of employment and establishment of a standing committee of conciliation effected between parties while Board was in process of constitution, strike being thereby averted.
July 1 1907	Cumberland Ry. and Coal Co. and employees.	Springhill, N.S.....	1,700.....	Concerning wages and other conditions of employment.	His Honour Judge Patterson (c) 4; P. S. Archibald (E) 1; R. B. Murray (M) 1.	July 27 1907	Sept. 21 1907	Employees declared a strike on August 1, in reference to question of payment for stone in pillar work, having refused to accept the recommendations of the Board appointed May 17 to deal with this subject. In virtue of this strike proceedings before the Board were suspended until September 9. The Board sat for two days, and presented an interim report. The strike ended on October 31, the employees returning to work on the conditions recommended in the report of the first Board.



# INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.—PROCEEDINGS 1907-08.—Continued.

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## I. MINING AND SMELTING INDUSTRY.—Continued.

### 1. COAL MINES.—Continued.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (e) Employer; (m) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
Sept. 11 1907	Hillcrest Coal and Coke Co., Ltd., and employees.	Employees...	Hillcrest, Alta....	70.....	Concerning wages and other conditions of employment.	Hon. W. C. Fisher (c) 4; J. R. McDonald (e) 1; F. H. Sherman (m) 1.	Sept. 24... 1907	Nov. 4... 1907	The report of the Board was accompanied by a minority report by Mr. Sherman. Though neither report was formally accepted by the parties, settlement was reached in consequence of the inquiry by the Board, and a strike thereby averted.
Sept. 16 1907	Hosmer Mines and employees.	Employees...	Hosmer, B.C.....	100.....	Concerning wages and other conditions of employment.	His Honour Judge Wilson (c) 4; F. B. Smith (e) 1; F. H. Sherman (m) 1.	Sept. 30... 1907	Oct. 21... 1907	The Board presented a unanimous report, which though not formally accepted by the parties, formed the basis of an agreement subsequently reached by them and reported to the Department, a strike being thereby averted.
Nov. 5 1907	Canada West Coal and Coke Co. and employees.	Employees...	Taber, Alta.....	150.....	Concerning wages, hours and other conditions of employment.	Hon. Mr. Justice Stuart (c) 4; S. A. Jones (e) 1; F. H. Sherman (m) 1.	Nov. 20... 1907	Dec. 20... 1907	Differences adjusted, and agreement concluded before Board, dating from December 9, 1907, until March 31, 1909, a strike being thereby averted.
Nov. 5 1907	Domestic Coal Co. and employees.	Employees...	Taber, Alta.....	50.....	Concerning wages, hours and other conditions of employment.	Hon. Mr. Justice Stuart (c) 4; R. Duggan (e) 1; F. H. Sherman (m) 1.	Nov. 20... 1907	Dec. 28... 1907	Differences adjusted, and agreement concluded before Board, dating from December 9, 1907, until March 31, 1909, a strike being thereby averted.

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Nov. 5 1907	Duggan, Huntrods and Co. and employees.	Employees...	Taber, Alta.....	40.....	Concerning wages, hours and other conditions of employment.	Hon. Mr. Justice Stuart (c) 4; J. Shorthouse (e) 1; F. H. Sherman (m) 1.	Nov. 20... 1907	Dec. 28... 1907	Differences adjusted, and agreement concluded before Board, dating from December 9, 1907, until March 31, 1909, a strike being thereby averted.
Nov. 12 1907	Stratheona Coal Co., and employees.	Employees...	Edmonton, Alta.	40.....	Concerning wages, hours and other conditions of employment.	G. Montgomery (c) 3; F. L. Otter (e) 1; F. H. Sherman (m) 1.	Dec. 2... 1907	Dec. 28... 1907	Differences adjusted, and agreement concluded before Board, dating from September 23, 1907, until March 31, 1909, a strike thereby being averted.
Nov. 21 1907	Cumberland Ry. and Coal Co. and employees.	Employees...	Springhill, N.S....	1,700.....	Concerning wages and other conditions of employment.	His Honour Judge Patterson (c) 4; R. B. Murray (m) 1; Hiram Donkin (e) 1.	Dec. 24... 1907	Jan. 21... 1908	The Board presented a unanimous report, which the employees expressed a willingness and the Company an unwillingness to accept. No further cessation of work took place.
Jan. 4 1908	Dominion Coal Co., Ltd., and members of the Provincial Workmen's Association.	Employees...	Dominion, C.B....	7,000.....	Concerning wages and conditions of employment.	Prof. A. Shortt (c) 4; J. Dix Fraser (e) 1; Dr. A. Kendal, M. P. (m) 1.	Feb. 18... 1908	Mar. 23... 1908	Differences adjusted and agreement concluded before the Board, effective from March 16, 1909, to December 31, 1909, strike being thereby averted.
Feb. 10 1908	John Marsh, John Howells, Stevens Brothers, coal mine operators, dealt with as a whole, and employees.	Employers...	Woodpecker, Alta	100.....	Concerning wages and conditions of employment.	Hon. Mr. Justice Stuart (c) 3; W. E. Bullock (e) 1; F. H. Sherman (m) 1.	Feb. 25... 1908	April 6... 1908	The report of the Board stated that the Act did not apply in this case, the mines having closed down for lack of orders before the investigation occurred. A wage scale was, however, recommended. The report was accompanied by a minority report, making other recommendations.
Mar. 16 1908	Western Dominion Collieries, Ltd., and employees.	Employees...	Taylorlton, Sask...	90.....	Concerning wages and hours.	His Honour Judge Myers (c) 4; J. O. Hannah (e) 1; F. H. Sherman (m) 1.	April 10... 1908	May 5... 1908	Differences adjusted and agreement concluded before Board, effective from May 1, 1908, to May 1, 1909, a strike being thereby averted.



INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.—PROCEEDINGS 1907-08.—Continued.

I. MINING AND SMELTING INDUSTRY.—Concluded.

I. COAL MINES—Concluded.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (e) Employer; (m) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
Mar. 16 1908	Manitoba and Saskatchewan Coal Co., Ltd., and employees	Employees...	Bienfait, Sask....	50.....	Concerning wages and hours.	His Honour Judge Dawson (c) 4; G. C. Crowe (E) 1; F. H. Sherman (M) 1.	April 22... 1908	Dec. 1908	The report in this case appears, as represented to the Department, to have been mislaid by one of the members of the Board and an unusual delay occurred thereon in its presentation. The Board disagreed in its findings, but no cessation of work was reported.
Mar. 25 1908	Cumberland Ry. and Coal Co., Ltd., and employees.	Employees.	Springhill, N.S....	1,600.....	Concerning wages.....	His Honour Judge Wallace (c) 4; Hon. John Armstrong (E) 2; R. B. Murray (M) 1.	April 29... 1908	May 26... 1908	The report found against the claims of the men, and was accompanied by a minority report, finding generally, but not wholly, in favour of the men. The employees declared the minority report acceptable to them. No cessation of work was reported.

2. METAL MINES.

Sept. 12 1907	Canadian Consolidated Mining & Smelting Co. and employees.	Employees...	Moyie, B.C.....	400.....	Concerning wages and hours.	His Honour Judge Wilson (c) 3; J. A. Harvey (E) 1; S. S. Taylor, K.C. (M) 1	Sept. 23... 1907	Dec. 28... 1907	The Board, after exhaustive inquiry into mining conditions in British Columbia, presented a unanimous report, the recommendations of which were of general application to the metal mining industry in the province of British Columbia. A settlement based on the recommendations was effected between the company and its employees, and a strike thereby averted. The inquiry, moreover, had the effect of influencing the settlement of other differences in the industry in other parts of the province.
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SESSIONAL PAPER No. 36a

Dec. 9 1907	McKinley - Darragh Mining Co., Ltd., and its employees.	Employees...	Cobalt, Ont.....	120.....	Concerning wages....	Prof. A. Shortt (c) 3; E. C. Kingswell (E) 1; John A. Welch (M) 1.	Dec. 21... 1907	Jan. 22... 1908	A unanimous report was presented by the Board, making recommendations for the settlement of the dispute. The findings of the Board were not formally accepted by the parties, but the investigation by the Board is believed to have been beneficial to the camp as a whole and no cessation of work was reported.
Jan. 9 1908	Temiskaming and Hudson Bay Mining Co., Ltd., and its employees.	Employees...	Cobalt, Ont.....	50.....	Concerning wages and hours.	Prof. S. J. Maclean (c) 4; M.F. Pumaville (E) 1; C. B. Duke (M) 1.	Jan. 31... 1908	Feb. 13... 1908	Unanimous report was presented by Board, making recommendations for the settlement of the dispute. The findings of the Board were accepted by the men, but not by the company. No cessation of work was, however, reported.

II. TRANSPORTATION AND COMMUNICATION.

1. RAILWAYS.

April 20 1907	Grand Trunk Ry. Co. of Canada and machinists.	Employees...	Montreal, Ottawa, Toronto, Stratford, etc.	400.....	Concerning schedule involving wages, hours, apprenticeship, reinstatement of former employees, etc.	Prof. A. Shortt (c) 4; W. Nesbitt, K.C., (E) 1; J. G. O'Donoghue (M) 1.	May 4... 1907	May 21... 1907	Differences adjusted, and agreement concluded before Board for period of one year from May 1, strike being thereby averted.
June 27 1907	Grand Trunk Ry. Co. of Canada and its locomotive engineers.	Employees...	Montreal, Ottawa, Toronto, Stratford, etc.	1,300.....	Concerning schedule of wages and rules.	Prof. A. Shortt (c) 4; W. Nesbitt, K.C., (E) 1; J. Cardell (M) 1.	July 18... 1907	Aug. 16... 1907	Differences adjusted, and agreement for three years concluded before Board, a strike being thereby averted.



INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.—PROCEEDINGS 1907-08.—*Continued.*II. TRANSPORTATION AND COMMUNICATION—*Continued.*1. RAILWAYS—*Concluded.*

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (e) Employer; (m) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
July 10 1907	Intercolonial Ry. of Canada and freight handlers in its employ at Halifax, N.S.	Employees...	Halifax, N.S.	250.....	Concerning wages and classification of employees.	Prof. W. Murray (c) B. Henry Holgate (e) 1; R. E. Finn, M.P. (m) 1.	July 22... 1907	Aug. 12... 1907	On June 29, employees went on strike, and when informed that provisions of Act applied, both parties agreed to refer the differences under the Act, and employees returned to work. On the request of the parties, proceedings were subsequently adopted under the Conciliation and Labour Act, and a settlement effected, the terms of which were made applicable to the railway's employees at St. John, N.B., as well as at Halifax, N.S., and further cessation of work was thereby averted.
Sept. 5 1907	Canadian Pacific Railway Company and railroad telegraphers	Employees...	On all lines of Canadian Pacific Railway in Canada.	1,656	Concerning schedule of wages and rules of employment.	Prof. A. Shortt, (c) 3; W. Nesbitt, K. C., (e) 1; J. G. O'Donoghue, (m) 1.	Sept. 16 1907	Oct. 12 1907	Differences adjusted, and an agreement concluded before Board, dating from October 1, a strike being thereby averted.
Nov. 19 1907	Grand Trunk Railway Company and railroad telegraphers.	Employer....	Montreal, Que...	300	Concerning wages and other conditions of employment.	Prof. A. Shortt, (c) 3; W. Nesbitt, K. C., (e) 1; J. G. O'Donoghue, (m) 1.	Nov. 30 1907	Jan. 23 1908	Differences adjusted, and agreement concluded before Board, dating from January 1, 1908, a strike being thereby averted.



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Nov. 22 1907	Canadian Pacific Railway Company and carmen employed by Company on western lines.	Employer ...	Western lines....	1,215	Concerning wages and hours.	Prof. Odum, (c)3; A. M. Nanton, (e)1; J. H. McVety, (m)1.	26 Dec. 1907	23	The Board presented a unanimous report recommending a basis of settlement which was subsequently, in correspondence with the Department, accepted by both parties, and a strike thereby averted.
Dec. 19 1907	Canadian Northern Railway Company and firemen, engine-men and hostlers in its employ.	Employees...	Winnipeg and territory along Canadian Northern Railway.	359	Concerning relations of union to employer.	Prof. A. Shortt, (c)4; Jan. 1908 F. H. Richardson, (e)1; J. G. O'Donoghue, (m)1.	8 Jan. 1908	25	Differences amicably adjusted before the Board and a strike thereby averted.
Jan. 8 1908	Grand Trunk Railway Company and carmen in its employ.	Employees...	Grand Trunk Railway System	800	Concerning wages and conditions of labour.	Prof. A. Shortt, (c)3; Jan. 1908 Wallace Nesbitt, (e)1; J. G. O'Donoghue, (m)1.	28 Feb. 1908	28	Differences amicably adjusted before the Board and a strike thereby averted.

2. STREET RAILWAYS.

Jan. 31 1908	Hamilton and Dundas Railway Company and Hamilton Road Railway Company, and Hamilton & Burlington Railway Company and employees.	Employees...	Hamilton, Ont...	120	Concerning relations of union to employing companies.	His Honour Judge Monck, (c)1; Win. Bell, K.C. (e)1; J. G. O'Donoghue, (m)1.	17 April 1908	8	Report of the Board was opposed to the claims of the men and was accompanied by a minority report from Mr. O'Donoghue, generally sustaining the claims of the men. Neither report was acceptable to both parties, but the effect of the investigation appeared to bring a better understanding between the parties, and no cessation of work was reported.
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INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.—PROCEEDINGS 1907-08, *Continued.*II. TRANSPORTATION AND COMMUNICATION—*Concluded.*

## 3. SHIPPING.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (E) Employer; (M) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
*May 15 1907	Shipping Federation of Canada and longshoremen of Montreal.	Employers...	Montreal, Que...	1,500	Demand for increase in wages.	Archbishop Bruchesi (c)3; G. W. Stephens, (E)1; Jos. Ainey, (M)1.	June 1907	17 June 1907	On May 13, employees went on strike, notwithstanding provisions of Act, and employers on May 18 withdrew application for Board. On May 15, Mr. F. A. Acland, the then Secretary of the Department, went to Montreal to explain the provisions of the Act to the parties to the dispute. As the result of Mr. Acland's intervention the employees returned to work, and agreed to refer the dispute under the Industrial Disputes Investigation Act, and a formal application was made by the employees for the establishment of a Board. A unanimous report was made by the members of the Board, and an agreement recommended covering conditions of employment for the seasons of 1907 and 1908.
*May 25 1907	Shipping Federation of Canada, Canadian Pacific Railway Company and longshoremen of Montreal.	Employees...	Montreal, Que...	1,600	Demand for increase in wages.				The Union did not formally accept the recommendations of the Board, but the members, with the exception of a few, signed individual agreements with the employers, based upon the recommendations of the Board, and a further cessation of work was thereby averted.

\* The two applications here recorded are regarded as one in the tabular statement.



## SESSIONAL PAPER No. 36a

May 31 1907	Furness Withy Company, Cunard & Company, Pickford, Black & Company and longshoremen.	Employers... Halifax, N.S.....	500	Concerning wages. Increase of 5 cents per hour demanded by men, 2½ cents offered by companies, but refused.	James Hall, (E) 1; Philip Ring, (M) 1.	.....	.....	On May 26, employees went on strike, alleging subsequently that they had no knowledge of the existence of the provisions of the Act. Mr. V. DuBreuil, Fair Wages Officer of the Department, was sent to Halifax to explain the provisions of the Act. A Board was requested as a result of the explanations given, and while being constituted the dispute was amicably settled, Mr. DuBreuil lending the good offices of the Department as a conciliator. A further cessation of work was thereby averted, as was also the necessity of further proceedings in connection with the establishment of the Board.
Mar. 6 1908	Dominion Marine Association and Lake Seamen's Union.	Employees... Kingston, Ont., & ports of Great Lakes.	450	Concerning wages and conditions of employment.	Prof. A. Shortt, (C) 3; Jas. Stewart, (E) 2; John A. Flett, (M) 1.	April 1 1908	April 14 1908	Differences amicably arranged before the Board and strike thereby averted.



INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.—PROCEEDINGS 1907-08.—Concluded.

B.—INDUSTRIES OTHER THAN MINES, AGENCIES OF TRANSPORTATION AND COMMUNICATION, AND OTHER PUBLIC UTILITIES.\*

Date of receipt of applica- tion.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (E) Employer; (M) Men.	Date on which Board was constitu- ted.	Date of receipt of report of Board.	Result of Reference.
Aug. 26 1907	Montreal Cotton Com- pany and employes.	Employees...	Valleyfield, Que...	2,200	Concerning conditions and wages.	Hon. Mr. Justice Fortin, (c)4; Duncan McCormick, K.C., (E)1; W. Paquette, (M) 1.	4 Sept. 1907	24 Sept. 1907	The employees went on strike on August 13, and the good offices of the Department were requested with a view to effecting a settlement. Mr. F. A. Acland, the then Secre- tary of the Department, and Mr. V. DuBreuil, Fair Wages Officer, visited the scene of the dispute and explained the provisions of the Act to the parties, with special refer- ence to the sections enabling a dispute in any industry other than that of a mine or public utility to be referred, by mutual agreement between the disputing parties, to a Board of Conciliation and Investigation. As a result of the explanations and efforts at conciliation on the part of the officers of the Department, an application for a Board was for- warded to the Minister, the employees in the meantime returning to work on August 26. The Board was duly established, with the result that the differences were adjusted and an agreement concluded before the Board dating from September 17, 1907, to be effective until May 4, 1908, and thereafter until either side be given a written notice of cancellation of the same. A feature of the agreement was the establishment of a permanent Committee of Conciliation to which it was agreed that all subsequent disputes should be referred.

\*These disputes were referred to a Board of Conciliation and Investigation under section 63 of the Act, which provides that "in the event of a dispute arising in any industry or trade other than such as may be included under the provisions of this Act, and such dispute threatens to result in a lockout or strike, or has actually resulted in a lockout or strike, either of the parties may agree, in writing, to allow such dispute to be referred to a Board of Conciliation and Investigation, to be constituted under the provisions of this Act," etc. Applications referring to disputes in this class of industry were received also in the cases of W. A. Marsh & Company, Boot and Shoe Manufacturers, Quebec; the Rosamond Woollen Company, Almonte, Ont; the Eastern Townships Manufacturing Company, St. Hyacinthe, Que; L'Association Internationale des Ouvriers en Fourrures, Montreal; Davidson Manufacturing Company, Montreal, and A. Gravel Lumber Company, Etchemin, Que; but the parties concerned not agreeing to refer the differences for adjustment according to the provisions of the Act, no action was taken by the Minister.



INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.—PROCEEDINGS 1908-09.  
STATEMENT of Applications for Boards of Conciliation and Investigation and of Proceedings thereunder from April 1, 1908, to March 31, 1909.

A.—MINES, AGENCIES OF TRANSPORTATION AND COMMUNICATION, AND OTHER PUBLIC SERVICE UTILITIES.

- 1. Appointed by the Minister, under Section 8, Sub-section 1, of the I. D. I. Act, on recommendation from party concerned.
- 2. Appointed by the Minister, under Section 8, Sub-section 2, of the I. D. I. Act, in the absence of a recommendation from party concerned.
- 3. Appointed by the Minister, under Section 8, Sub-section 3, of the I. D. I. Act, on the joint recommendation of the two members first appointed.
- 4. Appointed by the Minister, under Section 8, Sub-section 4, of the I. D. I. Act, in the absence of a joint recommendation by the two members first appointed.

I. MINING AND SMELTING INDUSTRY.

1. COAL MINES.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (e) Employer; (m) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
May 1908	Standard Coal Co. and employees.	Employees.	Edmonton, Alta.	20.....	Concerning wages and conditions of labour.	His Honour Judge Taylor (c) 4; F. B. Smith (e) 1; F. H. Sherman (m) 1.	June 1908	July 22... 1908	Company had previously made an agreement individually with employees. Representative of men was willing to take agreement for what it was worth, but would not enter into same on behalf of union. Board decided to leave the existing agreement intact, and this arrangement appears to have been satisfactory, a strike being thereby averted.
May 1908	Nova Scotia Steel and Coal Co. and employees.	Employees.	North Sydney, N.S.	1,750.....	Concerning wages and conditions of labour.	Prof. A. Shortt (c) 3; Dr. D. Allison (e) 2; J. W. Maddin (m) 1.	June 1908	Aug. 1... 1908	An agreement concluded before the Board on all points, and a strike thereby averted.
May 1908	International Coal and Coke Co. and employees.	Employees.	Westville, N.S.	800.....	Concerning wages and conditions of labour.	.....	.....	.....	No Board was established in this case, the parties having come to an amicable agreement, subsequent to forwarding the application, a strike being thereby averted.



INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.—PROCEEDINGS 1908-09.—*Continued.*I. MINING AND SMELTING INDUSTRY—*Concluded.*1. COAL MINES—*Concluded.*

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (E) Employer; (M) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
May 15 1908	Acadia Coal Co. and employees.	Employees...	Stellarton, N.S....	800.....	Concerning wages and conditions of labour.	.....	.....	.....	No Board was established in this case, the parties having come to an amicable agreement subsequent to forwarding the application, a strike being thereby averted.
May 18 1908	Port Hood and Richmond Ry. Coal Co. and employees.	Employees...	Port Hood, N.S....	300.....	Concerning wages and conditions of labour.	His Honour Judge McGillivray (c) 3; Geo. S. Campbell (E) 1; Jas. MacDonald (M) 1.	June 8... 1908	July 2... 1908	A unanimous report was made by the Board with recommendations for a settlement of all differences, which is understood to have been accepted as a basis of working operations, a strike being thereby averted.
July 2 1908	Maritime Coal, Railway and Power Co., Ltd. and employees	Employees...	Chignecto, N.S....	200.....	Concerning wages and conditions of labour.	Rev. Chas. Wilson (c) 3; B. Barnhill (E) 1; R. B. Murray (M) 1.	July 6... 1908	July 27... 1908	An agreement was effected before the Board on all the points at issue and covering the period of two years from July 31, 1908, a strike being thereby averted.
Oct. 19 1908	Glabraith Coal Co., Ltd., and employees	Employees...	Lundbreck, Alta..	30.....	Concerning wages and conditions of labour.	Chas. Simister (c) 3; F. B. Smith, C.E. (E) 1; Jas. A. McDonald (M) 1.	Nov. 25... 1908	Dec. 14... 1908	The Board presented a unanimous report recommending a basis of settlement, which was subsequently, in correspondence with the department, accepted by both parties to the dispute, a strike being thereby averted.
Mar. 4 1909	Dominion Coal Co. and employees, members of United Mine Workers of America.	Employees...	Glace Bay, N.S....	3,000.....	Alleged discrimination against members of United Mine Workers of America.	His Honour Judge Wallace (c) 4; G. S. Campbell (E) 2; Daniel McDougall (M) 1.	Mar. 22... 1909	.....	Proceedings unfinished.



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2. METAL MINES.

July 20 1908	Cobalt Central Mining Co., Ltd., and employees.	Employees...	Cobalt, Ont.....	105.....	Concerning wages and hours.	Prof. S. J. Maclean (c) 4; E. L. Fra-leck (E) 1; C. B. Duke (M) 1.	Aug. 22... 1908	Aug. 29... 1908	Unanimous report presented by Board making recommenda-tions for the settlement of the dispute, and no cessation of work reported.
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II. TRANSPORTATION AND COMMUNICATION.

1. RAILWAYS.

April 28 1908	Canadian Pacific Ry. Co. and various trades in its mechan-ical department.	Employees...	C.P.R. system....	8,000.....	Concerning wages and conditions of labour.	P. A. Macdonald (c) 4; C. F. Fullerton (E) 1; G. F. Galt (E) 2*; Jas. Somer-ville (M) 1.	May 13... 1908	July 16... 1908	The Board did not present a unanimous report, Mr. Somer-ville presenting a minority report. The Board made cer-tain recommendations for set-tlement of dispute, which were accepted by company with some demur. Men refused to accept findings of Board and ceased work on August 5. They returned to work on October 5, accepting finally recommend-ations of Board.
May 14 1908	Intercolonial Railway of Canada and Sta-tion Freight Clerks' Union, Nos. 1 and 2 of Halifax, N.S., and St. John, N.B.	Employees...	Halifax, N S., and St. John, N.B.	.....	Concerning wages and conditions of labour.	His Honour Judge McGibbon (c) 4; H. Holgate, C. E. (E) 1; J.G. O'Don-oghue (M) 1; R. E. Finn (M) 1.**	Sept. 8... 1908	Oct. 6... 1908	The proceedings in this case were under the Conciliation and Labour Act by request of the employees and were subject to delay through the inability to act of the member of the Com-mittee of Mediation and In-vestigation first appointed on the recommendation of the men. The committee was finally constituted and a settlement of all differences effected, a strike being thereby averted.

\*Mr. Fullerton, finding himself at an early stage of the proceedings unable to agree with his colleagues, resigned from the Board, and the company declining to make a further re-commendation, the Minister appointed Mr. Galt without recommendation.

\*\*Owing to inability of Mr. R. E. Finn to act as member of Board, Mr. J. G. O'Donoghue was appointed in his stead.



INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.—PROCEEDINGS 1908-09—*Continued.*II. TRANSPORTATION AND COMMUNICATION.—*Continued.*1. RAILWAYS.—*Concluded.*

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (e) Employer; (m) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
May 29 1908	Canadian Pacific Ry. and railway telegraphers in its employ.	Employees.	C.P.R. system.	1,605.....	Concerning wrongful dismissal of certain employees.	Hon. Mr. Justice Fortin (c) 4; C. Campbell, K. C. (e) 1; W. T. J. Lee (m) 1.	June 17 1908	Sept. 26 1908	A unanimous report was made by the Board with recommendations for a settlement of all differences, which were accepted by both parties, a strike being thereby averted.
Aug. 21 1908	Canadian Northern Ry. Co. and carmen on its Lake St. John Division.	Employees.	Lake St. John Division Canadian Northern Ry.	49.....	Concerning wages and conditions of labour.	Ludovic Brunet (c) 3; E. A. Evans (e) 1; P. J. Jobin (m) 1; A. Chartrain (m) 1	Sept. 30 1908	Nov. 19 1908	A unanimous report was presented by the Board, making certain recommendations for the settlement of the dispute, which were accepted by both parties to the dispute, a strike being thereby averted.
Aug. 22 1908	Canadian Pacific Ry. Co. and firemen and engineers in its employ.	Employees.	C.P.R. system.	7,000.....	Concerning wrongful dismissal of certain employees.	Hon. Judge Fortin (c) 3; W. Nesbitt, K.C. (e) 1; J. G. O'Donoghue (m) 1	Jan. 5 1909	Jan. 25 1909	A unanimous report was presented by the Board, making certain recommendations for the settlement of the dispute, which were accepted by both parties, a strike being thereby averted.
Aug. 22 1908	Canadian Northern Ry. Co. and locomotive engineers in its employ.	Employees.	Canadian Northern Ry. system.	341.....	Concerning wages and conditions of labour.	His Honour Judge Gunn (c) 4; F. H. Richardson (e) 1; J. Harvey Hall (m) 1.	Sept. 14 1908	Nov. 16 1908	A unanimous report was presented by the Board, making certain recommendations for the settlement of the dispute, which were accepted by both parties, and a strike thereby averted.



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Dec. 26 1908	Kingston and Pembroke Ry. Co. and employees, members of Order of Railroad Telegraphers.	Employees...	Kingston & Pembroke Ry. system.	19 dir... 1,600 indir.	Concerning wages and conditions of labour.	His Honour Judge Gunn (c) 4; J. L. Whiting, K. C. (E) 1; J. G. O'Donoghue (M) 1.	Jan. 15... 1909	Proceedings unfinished.
Dec. 29 1908	Great Northwestern Telegraph Co. and certain Railroad Telegraphers on Michigan Central Ry. system.	Employees...	Michigan Central Ry. system.	75.....	Abolition of commission by commercial business on Michigan Central Ry. System by Great Northwestern Telegraph Co., without due notice.	Judge McGibbon (c) 4; J. F. Mackay (E) 2; J. G. O'Donoghue (M) 1.	Feb. 8... 1909 Mar. 22... 1909	A unanimous report was presented by the Board, making certain recommendations for the settlement of the dispute. The report was substantially in favour of the employees. The company had refused to nominate to the Board and claimed irresponsibility in the matter. The inquiry, though not resulting in an agreement, is understood to have modified the situation to such a degree that danger of the threatened strike was averted.

2. STREET RAILWAYS.

May 1908	Ottawa Electric Ry. and its employees.	Employees...	Ottawa, Ont.....	256.....	Concerning wages and conditions of labour.	Prof. A. Shortt (c) 4; G. F. Henderson (E) 1; J. G. O'Donoghue (M) 1.	May 22... 1908 June 15... 1908	Differences amicably arranged before the Board and strike thereby averted.
Sept. 3 1908	Quebec Light, Heat and Power Co. and its street railway employees.	Employees...	Quebec, Que.....	116.....	Concerning alleged wrongful dismissal of certain employees.	W. H. Moore (E) 1; Omer Brunet (M) 1.	Oct. 6... 1908	The two members of the Board appointed respectively on the nomination of employing company and employees presented a joint statement making certain recommendations for a settlement of the disputed points, which recommendations were accepted by both parties to the dispute as a settlement of the differences, a strike being thereby averted.

† Owing to inability of A. Chartrain to act as member of the Board, P. J. Jobin was appointed in his stead.



# INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.—PROCEEDINGS 1908-09.—Concluded.

## II. TRANSPORTATION AND COMMUNICATION.—Concluded.

### 3. TEAMSTERS.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (E) Employer; (M) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
Feb. 10 1909	Manitoba Cartage Co. Ltd.	Employees...	Winnipeg, Man...	40 dir.... 260 indir.	Concerning alleged discrimination against men connected with the Union.	Rev. Dr. C. W. Gordon (c) 3; Prof. R. Cochrane (E) 2; T. J. Murray (M) 1.	Mar. 2... 1909	.....	Proceedings unfinished.

## B.—INDUSTRIES OTHER THAN MINES, AGENCIES OF TRANSPORTATION AND COMMUNICATION AND OTHER PUBLIC UTILITIES.\*

Dec. 17 1908	The John Ritchie Co., Ltd., and certain employees (lasters).	Employees & employers.	Quebec, Que.	300.....	Concerning introduction of certain machine and wages.	Dr. Chas Côté (c) 3; Félix Marois (E) 1; Z. Bérubé (M) 1.	Dec. 31... 1908	Feb. 17... 1909	An agreement was concluded before the Board covering all matters in dispute, effective from February 12, 1909, to May 1, 1910, a strike being thereby averted.
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\*These disputes were referred to a Board of Conciliation and Investigation under Section 63 of the Act, which provides that "in the event of a dispute arising in any industry or trade other than such as may be included under the provisions of this act and such dispute threatens to result in a lockout or strike, or has actually resulted in a lockout or strike, either of the parties may agree, in writing, to allow such dispute to be referred to a Board of Conciliation and Investigation, to be constituted under the provisions of this Act," etc.



INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.—PROCEEDINGS 1909-10.

STATEMENT of Applications for Boards of Conciliation and Investigation and of Proceedings thereunder from April 1, 1909, to March 31, 1910.

A.—MINES, AGENCIES OF TRANSPORTATION AND COMMUNICATION, AND OTHER PUBLIC SERVICE UTILITIES.

1. Appointed by the Minister, under Section 8, Sub-section 1, of the I. D. I. Act, on recommendation from party concerned.

2. Appointed by the Minister, under Section 8, Sub-section 2, of the I. D. I. Act, in the absence of a recommendation of the two members first appointed.

3. Appointed by the Minister, under Section 8, Sub-section 3, of the I. D. I. Act, on the joint recommendation of the two members first appointed.

4. Appointed by the Minister, under Section 8, Sub-section 4, of the I. D. I. Act, in the absence of a joint recommendation by the two members first appointed.

I. MINING AND SMELTING INDUSTRY.

1. COAL MINES.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (e) Employer; (m) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
Mar. 1909	4 Dominion Coal Co. and employees, members of United Mine Workers of America.	Employees...	Glace Bay, C.B...	3,000.....	Alleged discrimination against certain employees, members of United Mine Workers of America.	His Honour Judge Wallace (c) 4; G. S. Campbell (e) 2; Daniel McDougall (m) 1.	Mar. 22... 1909	April 16... 1909	The Board did not present a unanimous report, Mr. McDougall presenting the minority report. The Board found against the contentions of the men, and the latter, refusing to accept the findings, struck on July 6. It was claimed by the company that the output of coal from its mines had practically ceased to be affected during the winter months following, although a considerable number of workmen, members of the United Mine Workers of America, remained on strike at the end of March, 1910.



## INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.—PROCEEDINGS 1909-10.—Continued.

## I. MINING AND SMELTING INDUSTRY—Continued.

## 1. COAL MINES—Continued.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (E) Employer; (M) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
April 13 1909	Nicola Valley Coal and Coke Co. and employees.	Employees...	Middlesboro, B. C.	150.....	Alleged discrimination against certain employees.	His Honour Judge P. S. Lampman (c) 3; Thos. Kid-die (E) 1; Thos. Chas. Brooke (M) 1	May 7... 1909	June 3... June 11 June 16 1909	The report of the Board was accompanied by a minority report signed by Mr. T. C. Brooke, the member appointed on behalf of the employees. The report was not accepted by either party, and whilst proceedings were pending for the establishment of a Board in this case the employees ceased work on April 28, and remained on strike until the month of June. On June 15, the department was informed that an understanding had been reached between the management and the men.
April 26 1909	Nova Scotia Steel and Coal Co., Ltd., and employees.	Employees...	Sydney Mines, C. B.	340.....	Wages and conditions of labour and recognition of United Mine Workers of America.	His Honour Judge J. P. Chipman (c) 4; His Honour Judge MacGillivray (E) 2; D. McDougall (M) 1.	June 23... 1909	July 23... 1909	The report of the Board was accompanied by a minority report, signed by Mr. D. McDougall, member appointed on behalf of the employees. The report of the Board found against the claims of the employees. There was, however, no cessation of work, the threatened strike being averted.



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May 8 1909	Western Coal Operators' Association, comprising: Alberta Ry. and Irrigation Co.; H. W. McNeil Co.; Pacific Coal Co.; Leitch Collieries Ltd.; Western Canadian Collieries, Ltd.; Inter. Coal and Coke Co., Ltd., and Hosmer Mines Ltd., and their employees.	Lethbridge, Coleman, Lille, Bankhead, Hillcrest, Bellevue, Passburg, Canmore and Taber, Alta., Hosmer and Frank, B.C.	2,100.....	Wages and conditions of labour.	Rev. Hugh Grant (c) 4; Colin Macleod (E) 1; F. H. Sherman (M) 1.	May 15 1909	June 21 June 23 at 1909	The report of the Board was accompanied by a minority report, signed by Mr. Colin Macleod, which was, however, in substantial agreement with that of the Board. The report was not definitely accepted by either party, but conferences between the employers and the employees followed its publication, with the result that an agreement was reached, closely following the terms of the award, effective to March 31, 1911. The employees, who had been on strike from April 1, resumed work on July 1.
May 10 1909	Cumberland Railway and Coal Co. and employees.	Springhill, N.S....	1,500.....	Wages and conditions of labour and recognition of United Mine Workers of America.	Hon. Mr. Justice Longley (c) 4; Chas. Archibald (E) 2; E. B. Paul (M) 1.	June 5 1909	July 23 1909	The report of the Board was accompanied by a minority note, signed by Mr. E. B. Paul, the member appointed on behalf of the employees. The Board's findings were substantially in favour of the company. The award was not, however, accepted by the employees, and a strike was declared on August 9, which resulted in the closing down of the company's mines until early in the month of March 1910, when operations were resumed on a limited scale.
June 15 1909	Canada West Coal Co. and employees.	Taber, Alta.....	300.....	Wages and conditions of labour.	His Honour Judge R. Winter (c) 3; Colin Macleod (E) 1; W.C. Simmons (M) 1.	July 3 1909	July 19 1909	A unanimous report was presented by the Board, making recommendations for the settlement of the dispute. An agreement based on the findings of the Board was subsequently signed by the parties concerned effective from July 30, 1909, to March 31, 1911. The employees who had been on strike from April 23, returned to work on July 30.



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## INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.—PROCEEDINGS 1909-10.—Continued.

## I. MINING AND SMELTING INDUSTRY.—Concluded.

## 1. COAL MINES.—Concluded.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (e) Employer; (m) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
Nov. 18 1909	Edmonton Standard Coal Co., Ltd., and employees.	Employer....	Edmonton, Alta.	75.....	Wages and dismissal of employees.	Geo. F. Cunningham (c) 3; Frank B. Smith (e) 1; Clement Stubbs (m) 1.	Dec. 2 1909	Dec. 27 1909	A unanimous report was presented by the Board, making certain recommendations for the settlement of the dispute, which were accepted by the parties concerned, a strike being thereby averted.
Dec. 2 1909	James W. Blain, contractor for output of Cardiff Coal Co., Ltd., and employees.	Employer....	Cardiff, Alta.	60 dir..... 15 indir.	Wages and conditions of employment.				Proceedings in connection with the application were discontinued in view of an agreement being reached by the parties concerned.
Jan. 5 1910	Alberta Coal Mining Co. and employees.	Employer....	Cardiff, Alta.	35 dir..... 25 indir.	Wages and conditions of employment.	R. G. Duggan (c) 3; J. O. Hannah (e) 1; Clement Stubbs (m) 1.	Jan. 17 1910		Proceedings unfinished.

## 2. METAL MINES.

April 5 1909	British Columbia Copper Co. and employees.	Employees....	Greenwood, B.C.	225.....	Alleged discrimination against certain employees.	His Honour Judge P. E. Wilson (c) 1; Edward Cronyn (e) 1; John McInnis (m) 1.	April 20 1909	May 29 1909 June 3 1909 June 11 1909	Three separate reports were presented in this case, the company expressing willingness to accept that of the chairman as a basis of settlement, while the men accepted the report of Mr. John McInnis. The men declared a strike on June 28, which continued until July 24.
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Jan. 8 1910	British Columbia Copper Co. and employees.	Employer....	Greenwood, B. C.	350.....	Employees' unwillingness to work with non-union men.	J. H. Senkler (c) 4; John A. Mara (E) 1; John McInnis (M) 1	Jan. 10. 1910	Mar. 29. 1910	The report of the Board was accompanied by a minority report, signed by Mr. John McInnis. The Board's report was substantially in favour of the company. The employees concerned being unwilling to concur in the findings of the Board, a strike was declared on April 19, and continued until May 11, when the employees returned to company's service on terms of Board's award.
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## II. TRANSPORTATION AND COMMUNICATION.

## 1. RAILWAYS.

Dec. 26 1908	Kingston and Pembroke Ry. Co., and employees, members of Order of Railroad Telegraphers.	Employees....	Kingston - Pembroke Ry. System.	19 dir..... 1,600 indir.	Wages and conditions of labour.	Hon. Judge Gunn (c) 4; J. L. Whiting, K. C. (E) 1; J. G. O'Donoghue (M) 1.	Jan. 15. 1909	April 22. 1909	A unanimous report was presented by the Board, which made certain recommendations for the settlement of dispute. The report, with recommendations, was accepted subsequently by both parties, a strike being thereby averted.
May 7 1909	Canadian Pacific Ry. Co., and railroad telegraphers in its employ.	Employees....	Canadian Pacific Ry. lines.	1,600.....	Concerning alleged unfair dismissal and breach of contract.	Hon. Mr. Justice Fortin (c) 4; Wallace Nesbitt, K. C. (E) 1; W. T. J. Lee (M) 1.	May 29. 1909	June 11. 1909	A unanimous report was presented by the Board, making certain recommendations for the settlement of the dispute, which were subsequently, in correspondence with the department, accepted by both parties concerned, a strike being thereby averted.
June 3 1909	Grand Trunk Pacific Ry. Co., and engineers, firemen, conductors, brakemen, baggage men and yardmen in its employ.	Employees....	Grand Trunk Pacific lines.	300.....	Wages and conditions of labour.	Hon. R. F. Sutherland, M. P. (c) 3; F. H. McGuigan (E) 1; J. G. O'Donoghue (M) 1.	June 21. 1909	Aug. 11. 1909	A unanimous report was presented by the Board, making certain recommendations for the settlement of the dispute and no cessation of work occurred, the threatened strike being averted.



## INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.—PROCEEDINGS 1909-10.—Continued.

## II. TRANSPORTATION AND COMMUNICATION.—Continued.

## 1. RAILWAYS.—Concluded.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (E) Employer; (M) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
June 8 1909	Canadian Northern Ry. Co. and its maintenance-of-way employees.	Employees...	Canadian Northern Ry. lines west of Port Arthur.	1,100 dir... 700 indir.	Wages and conditions of labour.	His Honour Judge R. M. Myers (c) 4; W. J. Christie (E) 1; J. G. O'Donoghue (M) 1.	June 24... 1909	July 21... 1909	The report of the Board was accompanied by a minority report, signed by Mr. W. J. Christie. The findings of the Board were subsequently accepted by both parties to the dispute, a strike being thereby averted.
Aug. 11 1909	Intercolonial Railway of Canada and its roundhouse employees.	Employees...	Halifax, N.S. ....	20 dir... 1,000 indir.	Employers' alleged discrimination against certain employees.	Sir Geo. Garneau (c) 4; Jas. M. Gilmour (E) 1; Aaron A. R. Mosher (M) 1	Sept. 25... 1909	Nov. 17... 1909	A unanimous report was presented by the Board, making certain recommendations for the settlement of the dispute. The findings of the Board were subsequently accepted by both parties to the dispute, a strike being thereby averted.
Oct. 2 1909	Intercolonial Railway of Canada and machinists and fitters in its employ.	Employees...	Intercolonial Ry. system.	363 dir... 43 indir.	Concerning dismissal of certain employees and alleged violation of contract.	His Honour Judge John A. Barron (c) 4; Jas. H. Gilmour (E) 1; J. G. O'Donoghue (M) 1.	Oct. 19... 1909	Dec. 8... 1909	A unanimous report was presented by the Board, making certain recommendations for the settlement of the dispute, which were accepted by both parties concerned, a strike being thereby averted.
Dec. 3 1909	Grand Trunk Ry. Co. and telegraphers and station agents in its employ.	Employees...	Grand Trunk Ry. lines, east of Detroit, Mich.	760 .....	Wages, advertising of vacancies, etc.	J. E. Atkinson (c) 4; Wallace Nesbitt, K.C. (E) 1; W. T. J. Lee (M) 1.	Dec. 21... 1909	Feb. 24... 1910	A report was presented which was unanimous on certain of the matters in dispute, Mr. Wallace Nesbitt, K. C., member appointed on behalf of the company, dissenting from the views of the other members on two points. At the close of the year the department was in communication with the parties to the dispute. No cessation of work occurred.



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Mar. 17 1910	Canadian Pacific Ry. Co. and conductors, baggagemen, brakemen and yardmen in its employ.	Employees...	C.P.R. lines.....	4,360.....	Wages and conditions of employment.	J. E. Atkinson (c) 4; Wallace Nesbitt, K. C. (E) 1; J. G. O'Donoghue, (M) 1	Mar. 18.. 1910	.....	Proceedings unfinished.
Mar. 17 1910	Grand Trunk Ry. Co. and conductors, baggagemen, brakemen and yardmen in its employ.	Employees...	G.T.R. lines.....	3,017.....	Wages and conditions of employment.	Wallace Nesbitt, K. C. (E) 1; J. G. O'Donoghue, (M) 1	Mar. 18.. 1910	.....	Proceedings unfinished.
Mar. 17 1910	Toronto, Hamilton & Buffalo Ry. Co. and conductors, baggagemen, brakemen and yardmen in its employ.	Employees...	Toronto, Hamilton, and Buffalo Ry. lines.	101.....	Wages and conditions of employment.	F. H. McGuigan (E) 1; J. G. O'Donoghue (M) 1.	Mar. 18.. 1910	.....	Proceedings unfinished.
Mar. 19 1910	Grand Trunk Pacific Ry. Co. and its telegraph and station employees.	Employees...	Grand Trunk Pacific lines.	75.....	Rules and rates of pay.	W. T. J. Lee (M) 1...	Mar. 30.. 1910	.....	Proceedings unfinished.
Mar. 22 1910	Dominion Atlantic Ry. Co. and employees.	Employees...	Kentville, N.S....	4 dir..... 25 indir.	Terms of employment and dismissal of certain employees.	.....	.....	.....	Proceedings unfinished.

## 2. STREET RAILWAYS.

April 20 1909	Winnipeg Electric Ry. Co. and employees.	Employees...	Winnipeg, Man....	600.....	Concerning wages and conditions of labour.	Rev. C. W. Gordon, D.D. (c) 4; W. J. Christie (E) 1; J. G. O'Donoghue, (M) 1.	May 10.. 1909	June 1.. 1909	A unanimous report was presented by the Board, accompanied by an agreement covering all points in dispute and effective from May 1, 1909, to May 1, 1911, a strike being thereby averted.
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## INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.—PROCEEDINGS 1909-10.—Continued.

## II. TRANSPORTATION AND COMMUNICATION—Concluded.

## 3. FREIGHT HANDLERS.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (e) Employer; (m) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
May 17 1909	Canadian Pacific Ry. Co. and freight handlers in its employ.	Employees...	Owen Sound, Ont.	250.....	Concerning wages....	Donald Ross (c) 4; Wallace Nesbitt K. C. (e) 1; J. G. O'Donoghue (m) 1.	June 2... 1909	June 17... 1909	A strike of freight handlers employed by the Canadian Pacific Railway Company at Owen Sound, occurred on May 7 and continued until May 10, when application was made for the establishment of a Board under the Industrial Disputes Investigation Act, to which the dispute was referred for adjustment. The report of the Board was accompanied by a minority report by Mr. O'Donoghue. The report of the Board was accepted by the parties to the dispute, further cessation of work being thereby averted.
Aug. 18 1909	Canadian Pacific Ry. Co. and freight handlers in its employ.	Employees...	Fort William, Ont.	700.....	Concerning wages and conditions of labour.	S. C. Young (c) 3; W. J. Christie (e) 1; W. T. Rankin (m) 1.	Aug. 20... 1909	Aug. 30... 1909	A strike of freight handlers employed by the Canadian Pacific Railway Company at Fort William occurred on August 9, and continued until August 16, when application was made for the establishment of a Board under the Industrial Disputes Investigation Act, to which the dispute was referred for adjustment. In the application it was stated that the employees were not informed of the provisions of this Act when the strike was declared. A unanimous report was presented by the Board, making certain recommendations for the settlement of the dispute, which were accepted by the parties concerned, a further cessation of work being thereby averted.



4. LONGSHOREMEN.

Mar. 14 1910	Allan Line; Donaldson Line; Thomson Line; Leyland Line; White - Star- Dominion Line; Canada Line; South African Line; Mexi- can Line; Manches- ter Liners; Black Diamond Line; Head Line; Canadian Paci- fic Railway Line; and all other owners of steamships navi- gating to Montreal and Syndicated Longshoremen of Montreal.	Employees...	Montreal, Que....	1,800.....	Wages and conditions of employment.	Wm. Lyall (E) 1; Gustave Francq, (M) 1.	Mar. 24... 1910	.....	Proceedings unfinished.
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5. TEAMSTERS.

Feb. 10 1909	Manitoba Cartage Co. Ltd.	Employees...	Winnipeg, Man...	40 dir.... 260 indir.	Alleged discrimina- tion against men connected with Union.	Rev. Dr. C. W. Gor- don (C) 3; Prof. R. Cochrane (E) 2; T.J. Murray (M) 1.	Mar. 2... 1909	April 1... 1909	A unanimous report was present- ed by the Board, making re- commendations for the settle- ment of the dispute. The re- port was not accepted by the company, but the inquiry had the effect of improving the conditions and bringing about an understanding so that the threatened strike was averted.
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INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.—PROCEEDINGS 1909-10.—*Concluded.*

## III. MUNICIPAL PUBLIC UTILITIES.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (e) Employer; (m) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
July 8 1909	Corporation of Saskatoon, Sask., and labourers in its employ	Employees...	Saskatoon, Sask...	150 dir.... 150 indir.	Concerning wages and conditions of labour.	E. J. Meilicke (c) 4; Alex Smith (e) 1; E. Stephenson (m) 1.	Aug. 4... 1909	Sept. 9... 1909	A report was presented by the chairman and Mr. Alex. Smith, making certain recommendations for the settlement of the dispute, and stating also that an agreement had been reached on all points except the establishment of a minimum wage scale and recognition of the employees' union. No cessation of work was reported.

## B.—INDUSTRIES OTHER THAN MINES, AGENCIES OF TRANSPORTATION AND COMMUNICATION AND OTHER PUBLIC UTILITIES.

April 27 1909	Dominion Textile Co. and mule spinners in its employ.	Employees...	Montreal, Que....	70 dir.... 3,000 indir.	Concerning wages and conditions of labour.	Hon. Mr. Justice Fortin (c) 3; F. G. Daniels (e) 1; A. Gibeault (m) 1.	May 7... 1909	May 25... 1909	A unanimous report was presented by the Board, making certain recommendations for the settlement of the dispute, which were accepted by both parties concerned, a strike being thereby averted.
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SESSIONAL PAPER No. 36a

## INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.—PROCEEDINGS 1910-11.

## STATEMENT of Applications for Boards of Conciliation and Investigation and of Proceedings thereunder from April 1, 1910, to March 31, 1911.

## A.—MINES, AGENCIES OF TRANSPORTATION AND COMMUNICATION AND OTHER PUBLIC SERVICE UTILITIES.

1. Appointed by the Minister, under Section 8, Sub-section 1, of the I. D. I. Act, on recommendation from party concerned.
2. Appointed by the Minister, under Section 8, Sub-section 2, of the I. D. I. Act, in the absence of a recommendation from party concerned.
3. Appointed by the Minister, under Section 8, Sub-section 3, of the I. D. I. Act, on the joint recommendation of the two members first appointed.
4. Appointed by the Minister, under Section 8, Sub-section 4, of the I. D. I. Act, in the absence of a joint recommendation by the two members first appointed.

## I. MINING AND SMELTING INDUSTRY.

## 1. COAL MINES.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (E) Employer; (M) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
Jan. 5... 1910	Alberta Coal Mining Co. and employees.	Employer....	Cardiff, Alta.....	35 dir..... 25 indir.	Concerning wages and conditions of employment.	R. G. Duggan (c)3; J. O. Hannah (E)1; Clement Stubbs (M)1.	Jan. 17.... 1910	Apr. 2..... 1910	A unanimous report was presented by the Board making certain recommendations for the settlement of the dispute, which were understood to have been accepted by both parties concerned, a strike being thereby averted.
Apr. 18.. 1910	Canadian - American Coal and Coke Co., and employees, members of Frank Local No. 1263, U.M.W.A.	Employer....	Frank, Alta.....	262.....	Concerning making of new agreement and recognition of U.M.W.A.	I. S. G. VanWart (c)4; Colin MacLeod (E)1; Clement Stubbs (M)1.	Apr. 29.... 1910	June 4..... 1910	Settlement arrived at by chairman without Board being formally convened; settlement effective to March 31, 1911.
Oct. 26.. 1910	Crowsnest Pass Coal Co., Ltd., and employees, members of District No. 18, U.M.W.A.	Employees...	Fernie, B.C.....	3,000.....	Concerning alleged breach of agreement, and increased charge for special train.	I. S. G. VanWart (c)4; W. S. Lane (E)1; Clement Stubbs (M)1.	Nov. 18.... 1910	Feb. 18.... 1911	Board effected settlement which was understood to be acceptable to both parties concerned, a strike being thereby averted.



INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.—PROCEEDINGS 1910-11.—*Continued.*I. MINING AND SMELTING INDUSTRY.—*Concluded.*1. COAL MINES.—*Concluded.*

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (E) Employer; (M) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
Jan. 16. 1911	North Atlantic Collieries Co., Ltd., and employees, members of Local Union, No. 2173, District No. 26, U.M.W.A.	Employees...	Port Morien, N.S.	110 dir. 150 indir.	Concerning reduction in wages and conditions of employment.	Prof. Robt. Magill (c)4; Duncan G. MacDonald (E)2; Alexander McKinnon (M)1.	Mar. 9. 1911	Mar. 23. 1911	During proceedings for establishment of Board, company went into liquidation and mines were accordingly closed down.
Jan. 7. 1911	The Wetlauffer Silver Mining Co., Ltd., and certain employees.	Employees...	South Lorrain, Ont.	35 dir. 30 indir.	Concerning reduction in wages.	George Ritchie (c)1; R. F. Taylor (E)1; Chas. H. Lowthian (M)1.	Feb. 20. 1911	Feb. 28. 1911	A unanimous report was presented by the Board making certain recommendations for settlement of dispute. No cessation of work occurred.

## II. TRANSPORTATION AND COMMUNICATION.

## 1. RAILWAYS.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (E) Employer; (M) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
Mar. 17. 1910	Toronto, Hamilton and Buffalo Ry. Co., and its conductors, baggagemen, brakemen and yardmen.	Employees...	All lines of T. H. & B. Ry.	101	Concerning employees' demand for increased compensation and improved conditions.	J. E. Atkinson (c)4; F. H. McGuigan (E)1; J. G. O'Donoghue, (M)1.	April 6. 1910	.....	Agreement was reached between parties concerned without Board having been convened. The terms of settlement of this dispute were understood to correspond closely to the terms of settlement of a similar dispute between the C.P.R. and its employees in train and yard service.

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Mar. 17. 1910	Canadian Pacific Ry. Co. and its conductors, baggagemen, brakemen and yardmen.	Employees...	All lines of C.P. Ry.	4,360	Concerning employees' demand for increased compensation and improved conditions.	J. E. Atkinson (c) 4; Wallace Nesbitt (e) 1; J. G. O'Donoghue (m) 1.	Mar. 31... 1910	June 22... 1910	Report of Board was accompanied by a minority report signed by Mr. J. G. O'Donoghue, member appointed on the recommendation of the employees. Upon receipt of these reports negotiations were resumed between the company and the employees concerned, which resulted, on July 21, in an agreement to continue in force until terminated by thirty days' notice in writing. The agreement was understood to be in some respects similar to, but in other particulars different from, the terms of settlement proposed by the Board, and was said to correspond closely both in respect of rates of wages and rules to standard rates and rules existing on a number of the principal railway systems in the Eastern States.
Mar. 17. 1910	Grand Trunk Ry. Co. and its conductors, baggagemen, brakemen and yardmen.	Employees...	All lines of G.T.R. system	3,017	Concerning employees' demand for increased compensation and improved conditions.	J. E. Atkinson (c) 4; Wallace Nesbitt (e) 1; J. G. O'Donoghue (m) 1.	April 6 1910	June 22... 1910	Report of Board was accompanied by a minority report signed by Mr. Wallace Nesbitt, K. C., member appointed on the recommendation of the company. Upon receipt of these reports negotiations were resumed between the company and the employees concerned for settlement of the differences in question. These negotiations were continued up till July 18, when a strike was declared of the employees concerned. Strike continued up till August 2, when it was announced that a settlement had been arrived at through Government intervention, the strike being declared off.



INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.—PROCEEDINGS 1910-11.—*Continued.*II. TRANSPORTATION AND COMMUNICATION—*Continued.*1. RAILWAYS—*Continued.*

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (E) Employer; (M) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
Mar. 19 1910	Grand Trunk Pacific Ry. Co. and telegraph and station employees.	Employees...	G.T.P. lines.....	75.....	Concerning rules and rates of pay.	His Honour Judge D. McGibbon (c) 3; Donald Ross (E) 2; W. T. J. Lee (M) 1.	April 22.. 1910	July 7.. 1910	A unanimous report was presented by the Board, which made certain recommendations for the settlement of the dispute. No cessation of work occurred.
Mar. 22 1910	Dominion Atlantic Ry. Co. and employees.	Employees...	Kentville, N.S....	4 dir..... 25 indir..	Concerning terms of employment and dismissal of certain employees.	Honourable John N. Armstrong (c) 4; McCallum Grant (E) 2; Aaron A. R. Mosher (M) 1.	April 29 1910	May 12.. 1910	Report of Board was accompanied by a minority report signed by Mr. Aaron A. R. Mosher, member appointed on behalf of the employees, which was accepted by them. The department was informed by the company that there would be no discrimination on its part between union and non-union men. No cessation of work occurred.
May 2 1910	Canadian Northern Ry. Co. and its blacksmiths, members of Blacksmiths' Railway Union No. 147.	Employees...	Winnipeg, Man....	30.....	Concerning demand for new working agreement, increased wages and shorter hours.	.....	.....	.....	No Board established, settlement having been arrived at between the parties concerned
May 2 1910	Canadian Northern Ry. Co. and its blacksmiths' helpers, members of Blacksmiths' Helpers Lodge No. 335.	Employees...	Winnipeg, Man....	Between 30 and 40.	Concerning demand for new working agreement, increased wages and shorter hours.	.....	.....	.....	No Board established, settlement having been arrived at between the parties concerned.



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May 1910	2 Canadian Ry. Co. and its machinists, members of Fort Garry Lodge No. 189, International Association of Machinists.	Employees...	Winnipeg, Man...	325.....	Concerning demand for new working agreement and increased wages.	.....	.....	.....	No Board established, settlement having been arrived at between the parties concerned.
May 1910	2 Canadian Ry. Co. and its machinists' helpers, members of Federal Union, No. 4.	Employees...	Winnipeg, Man...	57.....	Concerning demand for new working agreement, increased wages and shorter hours.	.....	.....	.....	No Board established, settlement having been arrived at between the parties concerned.
May 1910	2 Canadian Ry. Co. and its moulders, members of Moulders' Union No. 174.	Employees...	Winnipeg, Man...	13.....	Concerning demand for new working agreement, increased wages and shorter hours.	.....	.....	.....	No Board established, settlement having been arrived at between the parties concerned.
May 1910	2 Canadian Ry. Co. and certain employees, members of Brotherhood of Railway Carmen, Northern Star No. 371, and Plumbers, Gas and Steamfitters Union No. 479.	Employees...	Winnipeg, Man...	482.....	Concerning demand for new working agreement, increased wages and shorter hours.	Wm. Elliott Macara (c) 3; David H. Cooper (E) 1; Philip C. Locke (M) 1.	May 23... 1910	June 28... 1910	Board presented a unanimous report making certain recommendations for a settlement. Award was not accepted by employees concerned, some of whom declared strike on July 7. Strike continued until September 27, when the men returned to work on the terms of the Board's award.
May 1910	2 Canadian Ry. Co. and its boilermakers, boiler-makers' specialists and boilermakers' helpers, members of Iron Ship Builders of America, Fort Garry, No. 451, and Boilermakers, Iron Ship Builders and Helpers, No. 212.	Employees...	Winnipeg, Man...	170.....	Concerning demand for new working agreement, increased wages and shorter hours.	David H. Cooper (E) 1.	.....	.....	Pending establishment of Board a settlement was arrived at between parties concerned.



INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.—PROCEEDINGS 1910-11.—*Continued.*II. TRANSPORTATION AND COMMUNICATION—*Continued.*RAILWAYS—*Concluded.*

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (E) Employer; (M) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
June 21 1910	Intercolonial Prince Edward Island Railways and telegraphers, train dispatchers and station agents, members of Order of Railroad Telegraphers.	Employees.	Canadian Government railway system.	190.....	(Concerning proposed amendments to schedule and alleged mistreatment of certain employees.	Honour Judge John A. Barron (c) 3; J. H. Gilmore (E) 1; J. G. O'Donoghue (M) 1.	Jan. 4 1911	Feb. 20 1911	Establishment of Board was postponed owing to arrangements being made for a conference between the Government Railways Managing Board and representatives of the employees concerned. A request was received from the employees on November 14, 1910, for a Board, no settlement having been arrived at. A unanimous report was received making certain recommendations for the settlement of the dispute, which were accepted by the Government Railways Managing Board and by the employees.
June 28 1910	Grand Trunk Ry. Co. and brass workers in Montreal, members of Brass Workers' Local 320.	Employees.	Montreal, Que....	24.....	(Concerning demand for minimum rate of 30 cents per hr.	A. G. B. Claxton (c) 4; Wm. Aird (E) 1; C. Rodier (M) 1.	July 13 1910	July 30 Aug. 2 1910	Report of Board was accompanied by a minority report, signed by Mr. Wm. Aird, member appointed on behalf of the company. Report was accepted by the employees concerned. No cessation of work occurred.



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Sept. 1910	3 Canadian Pacific Ry. Co. and maintenance of way employees.	Employees...	C.P.R. system in Canada.	4,000.....	Concerning demand for increased wages and revision of schedule.	His Honour Judge D. McGibbon (c) 4; F.H. McGuigan (E) 1; W. T. J. Lee (M) 1.	Sept. 21. 1910	Mar. 1. Mar. 4. 1911	Report of Board was accompanied by a minority report signed by Mr. F. H. McGuigan, member appointed on behalf of the company. Department was informed that the majority report was accepted by company and employees concerned.
Sept. 1910	3 Grand Trunk Pacific Ry. Co. and maintenance-of-way employees.	Employees...	Whole system of G.T.P.Ry.	1,000.....	Concerning demand for increased wages and revision of schedule.	His Honour Judge D. McGibbon (c) 3; J. W. Dawsey (E) 1; W. T. J. Lee (M) 1.	Sept. 21. 1910	Jan. 7. 1911	Report of Board was accompanied by a minority report signed by Mr. J. W. Dawsey, member appointed on behalf of the company. Report was accepted on behalf of employees concerned. The company, however, declined to be bound by the Board findings. No cessation of work occurred.
Sept. 1910	3 Canadian Northern Ry. Co. and maintenance-of-way employees.	Employees...	C.N.R. system in Canada.	1,800.....	Concerning demand for increased wages and revision of schedule.	His Honour Judge D. McGibbon (c) 3; F.H. McGuigan (E) 1; W. T. J. Lee (M) 1.	Sept. 22. 1910	Mar. 2. Mar. 10. 1911	Report of Board was accompanied by a minority report signed by Mr. F. H. McGuigan, member appointed on behalf of the company. Employees accepted Board findings. Company, however, declined to be bound by the same, but accepted instead the minority report. No cessation of work occurred.
Feb. 1911	10 Kingston and Pembroke Ry. Co. and firemen and hostlers members of the Brotherhood of Locomotive Firemen and Enginemen.	Employees...	Kingston, Ont....	11 dir..... 20 indir.....	Concerning demand for increased wages and revision of rules.	.....	.....	.....	Department advised parties concerned that further effort should be made to effect settlement and on March 11, 1911, was informed that an amicable agreement had been arrived at.
July 1910	7 Toronto Ry. Co. and employees, members of Toronto Railway Employees' Union, No. 113.	Employees...	Toronto, Ont.....	1,300.....	Concerning demand for new working agreement.	His Honour Judge John A. Baron (c) 3; J. P. Mullarkey (E) 1; J. G. O'Donoghue (M) 1.	July 16. 1910	Aug. 20. 1910	A unanimous report was presented by Board making certain recommendations for settlement of dispute, which were accepted by both parties concerned.

## 2. STREET RAILWAYS.



INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.—PROCEEDINGS 1910-11.—*Continued.*II. TRANSPORTATION AND COMMUNICATION—*Continued.*2. STREET RAILWAYS—*Concluded.*

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (e) Employer; (m) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
Aug. 22 1910	British Columbia Electric Ry. Co. and linemen, members of Local No. 213, Inter-Brotherhood of Electrical Workers.	Employees...	Vancouver and vicinity.	50.....	Concerning demand for dismissal of foreman of linemen.	A. E. Beck (e) 1; Jas. H. McVety (m) 1.	.....	Sept. 12.. 1910	Constitution of Board not completed, the parties concerned having arrived at a settlement of the matters in dispute.
Oct. 22 1910	Winnipeg Electric Ry. Co. and conductors and motormen, members of Amalgamated Association of Street and Electric Railway Employees of America, Local No. 99.	Employees...	Winnipeg, Man...	603.....	Concerning alleged discrimination against certain employees, members of Amalgamated Association of Street and Electric Railway Employees	W. J. Christie (c) 3; Capt. Wm. Robinson (e) 1; L. L. Pelletier, (m) 1.	Nov. 11.. 1910	Dec. 13.. Dec. 15.. 1910	Report of Board was accompanied by a minority report signed by Mr. L. L. Pelletier, member appointed on the recommendation of the employees concerned. Employees ceased work on December 16, 1910, to enforce their demand for reinstatement of four discharged employees. A settlement was effected through the intervention of Citizens' Committee, by which strike was terminated on December 31, 1910.



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## 3 SHIPPING.

Mar. 14 1910	Allan Line, Donaldson Line, Thomson Line, Leyland Line, White Star Dominion Line, Canada Line, South Africa Line, Mexican Line, Manchester Line, Black Diamond Line, Head Line, Canadian Pacific Railway Line, and all other owners of steamships navigating to Montreal and Syndicated Longshoremen of Montreal.	Employees...	Montreal, Que....	1,800.....	Concerning wages and conditions of employment.	Honourable Mr. Justice T. Fortin (c) 4; Wm. Lyall (e) 1; Gustave Franco (m) 1.	April 7... 1910	April 20... 1910	A unanimous report was presented by the Board, making certain recommendations for the settlement of the dispute, which were accepted by both parties concerned, an agreement being entered into effective for a period of five years. In connection with the same a permanent Board of Conciliation was established to settle such grievances as might from time to time be complained of.
Aug. 8 1910	Allan Line, Donaldson Line, Thomson Line, Leyland Line, White Star Dominion Line, Canada Line, South Africa Line, Mexican Line, Manchester Line, Black Diamond Line, Head Line, Canadian Pacific Railway Line and all other owners of vessels navigating in the Port of Montreal, and the Ship Liners of the Port of Montreal.	Employees...	Montreal, Que....	200.....	Concerning wages, hours and conditions of employment.	W.D. Lighthall (c) 4; J. Herbert Lauer (e) 1; Geo. Poliquin (m) 1.	Aug. 22... 1910	Sept. 16... Sept. 17... 1910	Report of Board was accompanied by a minority report signed by Mr. J. Herbert Lauer, member appointed on the recommendation of the Shipping Federation of Canada. The report was accepted to the employees concerned; the shipping companies, however, in a communication addressed to the department, expressed themselves as unable to accept the majority report. No cessation of work occurred.
Sept. 10 1910	Canadian Pacific Steamship Co. and its employees commonly known as deckhands, at Vancouver and Victoria, members of Sailors Union of the Pacific.	Employees...	Vancouver and Victoria, B.C.	86 dir... 50 indir.	Concerning wages, hours and conditions of employment.	Honourable Judge W.W.B. McInnes (c) 3; G.E. McCrossan (e) 2; J.H. McVety (m) 1	Oct. 27... 1910	Nov. 28... 1910	A unanimous report was presented by Board making certain recommendations for the settlement of the dispute, which were accepted by the employees concerned. The company maintained that it had no dispute with its employees and that, therefore, no action on its part was necessary. No cessation of work occurred.



## INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.—PROCEEDINGS 1910-11.—Concluded.

## II. TRANSPORTATION AND COMMUNICATION—Concluded.

## 4. COMMERCIAL TELEGRAPHERS.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (E) Employer; (M) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
June 23 1910	Canadian Pacific Ry. Co. and commercial telegraphers, members of Commercial Telegraphers' Union of America.	Employees...	Commercial Telegraph lines of C.P.R.	600.....	Concerning wages and conditions of employment.	J. E. Duval (c) 3; F.H. McGuigan (E) 1; D. Campbell (M) 1.	July 7.. 1910	July 25.. 1910	A unanimous report was presented by Board in which it was stated that an agreement was concluded between the parties concerned on all points at issue.
Mar. 3 1911	Great North Western Telegraph Co. of Canada and telegraphers, members of Commercial Telegraphers' Union of America.	Employees...	All offices operated by the G.N.W. Telegraph Co. of Canada.	200 dir.... 1,100 indir.	Concerning wages and conditions of employment.	Hon. Mr. Justice J. V. Teetzel (c) 3; Frederick H. Markey (E) 1; D. Campbell (M) 1.	Mar. 30.. 1911	.....	Proceedings unfinished.



# INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.—PROCEEDINGS thereunder from April 1, 1911, to March 31, 1912.

## STATEMENT of Application for Boards of Conciliation and Investigation and of Proceedings thereunder from April 1, 1911, to March 31, 1912.

- A.—MINES, AGENCIES OF TRANSPORTATION AND COMMUNICATION AND OTHER PUBLIC UTILITIES.
1. Appointed by the Minister, under Section 8, Sub-section 1, of the I. D. I. Act, on recommendation from party concerned.
  2. Appointed by the Minister, under Section 8, Sub-section 2, of the I. D. I. Act, in the absence of a recommendation from the two members first appointed.
  3. Appointed by the Minister, under Section 8, Sub-section 3, of the I. D. I. Act, on the joint recommendation of the two members first appointed.
  4. Appointed by the Minister, under Section 8, Sub-section 4, of the I. D. I. Act, in the absence of a joint recommendation by the two members first appointed.

### I. MINING AND SMELTING INDUSTRY.

#### 1. COAL MINES.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (e) Employer; (m) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
April 13 1911	Western Coal Operators' Association and employees, members of District No. 18, United Mine Workers of America.	Employees.	Eastern British Columbia and Southern Alberta.	6,000 direct and indirect.	Concerning making of new agreement.	Rev. C. W. Gordon, D. D. (c) 4; Colin Macleod (e) 1; A. J. Carter (m) 1.	April 21 1911	July 10 1911 July 11 1911	The employees concerned in this dispute ceased work on March 31, 1911, on the termination of a two years' agreement with the employing companies. A Board was established by request of the employees on April 18. The Board's report was accompanied by a minority report by Mr. Carter. The operators signified their willingness to negotiate an agreement along the general lines suggested by the Board in its majority report; the employees on the other hand, accepting the minority report of Mr. Carter. The majority of the mines remained closed down until the middle of November, when a new agreement was signed by the parties concerned effective to March 31, 1915.



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## INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.—PROCEEDINGS 1911-12.—Continued.

## I. MINING AND SMELTING INDUSTRY—Concluded.

## 1. COAL MINES—Concluded.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (e) Employer; (m) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
Oct. 23 1911	Alberta Coal Mining Co., Ltd., and employees.	Employer....	Cardiff, Alta.....	80.....	Concerning wages and conditions of employment.	J. Norman Fraser (c) 3; O. Hannah (e) 1; Clement Stubbs, (m) 1.	Nov. 27.. 1911	Dec. 21.. 1911	Report was signed by all three members of the Board, with slight objections noted by MM. Hannah and Stubbs. After the award of the Board had been communicated to both parties concerned there was a cessation of work for a few days. The department was later informed that a settlement had been reached on the basis of the Board's findings, and work resumed.

## 2. METAL MINES.

May 25 1911	Hudson Bay Mining Co., Ltd., and employees, members Gowganda Miners' Union No. 154, W. F. M.	Employees....	Gowganda, Ont....	30.....	Concerning reduction in wages.	George Ritchie, K.C. (c) 4; Prof. John Sharp (e) 1; Duncan J. McDonell (m) 1.	June 9.. 1911	July 10.. 1911	Report of Board was accompanied by minority report signed by Mr. McDonell. The employees, being unwilling to accept the Board report, declared a strike, of which no formal settlement was reported. Operations were resumed in the company's mine at the end of July.
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## II. TRANSPORTATION AND COMMUNICATION.

## 1. RAILWAYS.

May 11 1911	Michigan Central Ry. Co. and sectionmen.	Employees...	St. Thomas, Ont.	1,200 to 1,400	Concerning proposed reduction in wages.	.....	.....	.....	The employees concerned in this dispute ceased work on May 1, on account of a proposed reduction in their rate of pay. Application was later made by the employees for the establishment of a Board. Whilst communications were passing between the department and the employees an officer of the department proceeded to St. Thomas at the Minister's request, for the purpose of conferring with the parties concerned. As a result the company restored the scale of wages which had existed prior to May 1, 1911, and announced its willingness to re-engage those who had ceased work.
May 17 1911	Canadian Northern Coal and Ore Dock Co., Ltd., and employees, members of Coal Handlers' Union No. 319.	Employees...	Port Arthur, Ont.	150 dir. .... 200 indir. ....	Concerning wages and conditions of employment.	His Honour Judge John McKay (c) 3; George F. Horri- gan (E) 1; Andrew Boyd (M) 1.	June 2... 1911	June 19... 1911	A unanimous report was presented by the Board in which it stated that a settlement had been effected of all points at issue, an agreement effective from May 1, 1911, to April 30, 1912, having been signed by both parties.
May 17 1911	Quebec and Lake St. John Ry. Co., and car men, members of the Brotherhood of Railway Carmen of America.	Employees...	Quebec, Que.	80 dir. .... 15 indir.	Concerning wages and conditions of employment.	.....	.....	.....	Whilst proceedings looking to the establishment of a Board were in progress, the department was informed that a settlement had been reached on the various points at issue.
July 18 1911	Grand Trunk Ry. Co., and machinists, members of the International Association of Machinists.	Employees...	G. T. R. System.	2,000 dir. .... 6,000 indir.	Concerning demand for a new schedule of rules and rates of pay.	Hon.. Mr. Justice J. V. Teetzel (c) 3; Hon. Wallace Nesbitt, K. C., (E) 1; J. G. O'Donoghue (M) 1.	Oct. 11... 1911	Oct. 23... 1911	Report was signed by all three members of the Board, Mr. O'Donoghue, however, dissenting in certain particulars. Department was informed that the findings of the Board were not acceptable to the employees concerned. No cessation of work, however, occurred.



## INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.—PROCEEDINGS 1911-12.—Continued.

## II. TRANSPORTATION AND COMMUNICATION.—Continued.

## 1. RAILWAYS—Continued.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (e) Employer; (m) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
July 31.. 1911	*Grand Trunk Pacific Ry. Co., and machinists, members of the Inter. Association of Machinists.	Employees...	G.T.P. Ry. System.	150.....	Concerning wages and hours, and conditions of employment, Rev. J. L. Gordon† also demand for schedule.	(c) J. W. Sparling, (e) 4; Rev. J. L. Gordon† (m) 2; Thos. J. Murray, (m) 1.	Oct. 12.... 1911	Oct. 28.... 1911	A unanimous report was presented by the Board which was favourable to the employees concerned and was accepted on their behalf. The company, in a letter dated November 2, declined to accept the Board's findings. On October 6, the company's shops at Edmonton and Rivers were closed down, and the employees concerned declared a strike on October 10, which continued until December 13, 1912, when an agreement was reached by the parties concerned.*
Aug. 8.. 1911	*Grand Trunk Pacific Ry. Co. and boiler-makers, members of the Inter. Brotherhood of Boilermakers, Iron Shipbuilders and Helpers of America.	Employees...	G.T.P. System...	150.....	Concerning wages, hours and conditions of employment; also demand for schedule.				
Sept. 11. 1911	Canadian Pacific Ry. Co., and various employees, members of the Canadian Brotherhood of Railroad Employees.	Employees...	Calgary and Medicine Hat, Alta.	6,500 dir... 6,500 indir.	Concerning alleged discrimination against members of union.	John Anthony McDonald (m) 1.	.....	.....	Proceedings discontinued.

\*The two applications here recorded are regarded as one in the tabular statement.

†Honourable Wallace Nesbitt, K.C., was at first appointed a member of the Board, but, being unable to act, withdrew on October 5.



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Nov. 14. 1911	Quebec Central Ry. Co. and telegraph and station employees, members of the Order of Railroad Telegraphers.	Employees...	Quebec Central Ry. lines.	70.....	Concerning demand for a new schedule of rules and rates of pay.	.....	.....	.....	Pending establishment of Board a settlement was reached.
Dec. 12. 1911	Michigan Central Ry. Co., and station agents, telegraph and tower men, members of the Order of Railroad Telegraphers.	Employees...	M.C.R. lines in Canada.	115 dir..... 3,000 indir.	Concerning demand for the adoption of certain amendments to J. L. Duval (p)1; the existing schedule J. G. O'Donoghue (m)1.	Jan. 17.... 1912	Mar. 12.... 1912	Report of Board was accompanied by a minority report signed by Mr. Duval. As a result of the enquiry the company granted an increase of wages and made certain modifications in its rules governing the employment of its station agents, telegraphers, etc. No cessation of work occurred.	
Dec. 29. 1911	Pere Marquette Ry. Co., and maintenance-of-way employees and pump men, members of the Inter-Brotherhood of Maintenance - of - Way Employees.	Employees...	Buffalo Division of the Pere Marquette Ry.	140 .....	Concerning wages, hours, and demand for a set of rules governing both the foregoing.	Hon. Chief Justice Sir Falconbridge (c)3; Hon. Wallace Nesbitt, K.C. (E)1; J. G. O'Donoghue (m)1.	Jan. 20.... 1912	Feb. 19.... 1912	A unanimous report was presented by the Board, making certain recommendations for the settlement of the dispute, which were accepted by both parties concerned.
Mar. 11. 1912	Canadian Pacific Ry. Co., and railroad freight handlers and railway clerks, members of Winnipeg Division, No. 177, Brotherhood of Railroad Freight Handlers and Railway Clerks.	Employees...	Winnipeg, Man...	220 dir..... 230 indir.	Concerning alleged discrimination by company against members of the union.	Chas. P. Fullerton, (E)2; Thos. J. Murray, (m)1.	.....	.....	At the close of the fiscal year the Board had not been completed by the appointment of a chairman.



INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.—PROCEEDINGS 1911-12.—Concluded.

II. TRANSPORTATION AND COMMUNICATION.—Concluded.

2. STREET RAILWAYS.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (e) Employer; (m) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
June 19 1911	Montreal Street Ry. Co., and employees, members of the Amalgamated Association of Street and Electric Railway Employees of America No. 328.	Employees...	Montreal, Que...	30 dir.... 1,970 indir.	Concerning dismissal of certain employees and alleged discrimination against them as members of Charlemagne Rodier union.	Hon. Justice Thos. Fortin (c)4; J. L. Perron, K.C. (e)1; (m)1.	Aug. 11 1911		Board restrained from proceeding by order of court pending determination of an application by the company to the Superior Court for a writ of injunction, declaring the Industrial Disputes Investigation Act to be ultra vires.

3. COMMERCIAL TELEGRAPHY.

Mar. 3 1911	Great North Western Telegraph Co. of Canada and telegraphers, members of the Commercial Telegraphers' Union of America.	Employees...	All offices operated by the G.N.W. Telegraph Co. of Canada.	200 dir.... 1,100 indir.	Concerning wages and conditions of employment; also alleged discrimination against members of the union.	Hon. Mr. Justice J. V. Teetzel (c)3; Frederick H. Markey (e)1; D. Campbell (m)1.	Mar. 30 1911	July 17 1911	Report of Board was signed by all three members, Mr. Markey and Mr. Campbell, however, each dissenting on one point. The findings of the Board were accepted by both parties concerned.
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## 4. TELEPHONES.

Sept. 6... 1911	British Columbia Telephone Co., and employees, members of Local Union 213, Inter. Brotherhood of Electrical Workers.	Employees...	Lines of the B.C. Telephone Co.	220.....	Concerning wages and company's attitude toward union men.	John H. Senkler, K.C. (c) 3; William M. Barker (E) 1; Chas. Enright (M) 1.	Oct. 6..... 1911	Nov. 28... 1911	Report of Board was accompanied by a minority report signed by Mr. Barker. The department was not informed of the acceptance or non-acceptance by either party of the Board's findings. No cessation of work, however, occurred.
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## III. MUNICIPAL PUBLIC UTILITIES.

May 27... 1911	Cities of Port Arthur and Fort William, Ont., and electrical workers, members of Inter. Brotherhood of Electrical Workers of America, Local Union No. 339.	Employees...	Port Arthur and Fort William, Ont.	32 dir..... 66 indir...	Concerning wages and hours.	Rev. S. C. Murray D.D. (c) 3; J. Dix Fraser (E) 1; C. W. Foster (M) 1.	June 8..... 1911	July 3..... 1911	A unanimous report was presented by the Board in which it was stated that an agreement had been signed by both cities and their electrical workers, the agreement being effective for one year, from June 1, 1911.
May 29... 1911	City of Edmonton, Alta., and electrical workers, members of Inter. Brotherhood of Electrical Workers of America, Local Union No. 544.	Employees...	Edmonton, Alta.	35.....	Concerning wages and conditions of employment.	Hon. Mr. Justice H. C. Taylor (c) 3; Arthur W. Ormsby (E) 1; W. Symonds (M) 1.	June 9..... 1911	July 5..... 1911	A unanimous report was presented by the Board in which it was stated that a schedule of wages and a set of rules for each department had been drawn up and accepted by both parties to the dispute, effective from July 1, 1911, to May 1, 1913.

## B.—INDUSTRIES OTHER THAN MINES, AGENCIES OF TRANSPORTATION AND COMMUNICATION, AND OTHER PUBLIC UTILITIES.

April 3... 1911	John Ritchie Co. Ltd., William A. Marsh Co. Ltd., Gale Bros. and J. M. Stobo, boot and shoe manufacturers, Quebec, and employees.	Employees...	Quebec, Que.	68 dir..... 875 indir...	Concerning wages....	Dr. G. W. Jolicœur (c) 3; Félix Marois (E) 1; Joseph Alphonse Langlois (M) 1.	April 24... 1911	June 26... 1911	A unanimous report was presented by the Board, making certain recommendations for the settlement of the dispute. It was understood that the Board's findings were accepted by the parties concerned.
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INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.—PROCEEDINGS 1912-13.

STATEMENT of Applications for Boards of Conciliation and Investigation and of Proceedings thereunder from April 1, 1912, to March 31, 1913.

A.—MINES, AGENCIES OF TRANSPORTATION AND COMMUNICATION AND OTHER PUBLIC SERVICE UTILITIES.

- 1. Appointed by the Minister, under Section 8, Sub-section 1, of the I. D. I. Act, on recommendation from party concerned.
- 2. Appointed by the Minister, under Section 8, Sub-section 2, of the I. D. I. Act, in the absence of a recommendation from party concerned.
- 3. Appointed by the Minister, under Section 8, Sub-section 3, of the I. D. I. Act, on the joint recommendation of the two members first appointed.
- 4. Appointed by the Minister, under Section 8, Sub-section 4, of the I. D. I. Act, in the absence of a joint recommendation by the two members first appointed.

1. MINING AND SMELTING INDUSTRY.

1. COAL MINES.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (E) Employer; (M) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
June 4 1912	Inverness Railway and Coal Co. and coal miners in its employ.	Employees...	Inverness, N.S....	500.....	Concerning wages, conditions of employment, and retention of dues for the Provincial Workmen's Association.	Finlay MacDonald, (c) 4; Major W. Ernest Thompson (E) 1; James Cameron Watters (M) 1.	Aug. 21... 1912	Oct. 9... 1912	A unanimous report was presented by the Board, in which it was stated that an agreement had been reached by the parties concerned.

2. METAL MINES.

July 3 1912	Britannia Mining and Smelting Co. and employees, members of Britannia Miners' Union	Employees...	Britannia Mines, B.C.	300.....	Concerning wages, conditions of employment, and recognition of union.	Jas. A. Harvey, K.C. (c) 4; W. Ernest Burns (E) 1; George Heather-ton (M) 1.	Aug. 6... 1912	Sept. 16... 1912	Report of Board was accompanied by a minority report signed by Mr. Burns. The employees concerned accepted the award of the majority of the Board, but the company declined to do so. Mining operations were continued until February 18, when the alleged dismissal by the company of one of the union officials brought the existing dissatisfaction to a head and a strike was declared, which had not been terminated at the end of the fiscal year.
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*July 20 1912	McEnaney Mines, Ltd. and employees, members of Porcupine Miners' Union No. 145, W. F. M.	Employees...	Porcupine, Ont...	40 dir... 1,000 indir.	Concerning proposed reduction in wages.	Peter McDonald, (c) 4; H. E. T. Haultain (E) 1; Wm. C. Thompson (M) 1.	Aug. 23... 1912	Nov. 7... Oct. 21... 1912	Report of Board was accompanied by a minority report signed by Mr. Thompson. The majority report was not acceptable to the employees concerned, and on November 15 a strike was declared, which was practically ended on June 21, 1913, an arrangement having been made by which, although the strike was not officially called off, the men were permitted by the Union to return to work.
*July 26 1912	McIntyre - Porcupine Mines, Ltd., Jupiter Mines, Ltd., Viper Pond Porcupine Mines, Ltd., and Ple-naurum Mines, Ltd., and employees, members of Porcupine Miners' Union No. 145, W. F. M.	Employees...	Porcupine, Ont...	225 dir... 1,000 indir.	Concerning proposed reduction in wages.				
†Nov. 30 1912	Fort Steele Mining & Smelting Co. and employees, members of Kimberley Miners' Union No. 100, W. F. M.	Employees...	Kimberley, B.C...	140...	Concerning wages....				
†Dec. 3 1912	Standard Silver Lead Mining Co., Ltd., Van Roi Mines, Ltd., Silverton Mines Limited, and employees, members of Silverton Miners' Union No. 95, W. F. M.	Employees...	Silverton, B.C...	325 dir... 50 indir.	Concerning wages....				
†Dec. 3 1912	Queens Mines, Inc., and employees, members of Ymir Miner's Union No. 85, W. F. M.	Employees...	Sheep Creek, B.C.	45 dir... 200 indir.	Concerning wages....	W. S. Bullock Webster (c) 3; Chas. R. Hamilton (E) 1; J. N. Bennett (M) 1.	Dec. 21... 1912	Feb. 4... Jan. 27... 1913	Report of Board was accompanied by a minority report signed by Mr. Bennett. The majority report of the Board found against the demands of the employees. No cessation of work occurred.

\*The two applications here recorded are regarded as one in the tabular statement.

†The five applications here recorded are regarded as one in the tabular statement.



INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.—PROCEEDINGS 1912-13.—Continued.

I. MINING AND SMELTING INDUSTRY—Concluded.

2. METAL MINES—Concluded.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (e) Employer; (m) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
†Dec. 9 1912	Lucky Jim Zinc Mine, Ltd., Rambler Cariboo Mines, Surprise Mine, Hope Mine, Noble Five Mines, Richmond Eureka Mines and Idaho-Alamo Mines, and employees, members of Sandon Miners' Union No. 81. W.F.M.	Employees...	West Kootenay, B.C.	210 dir.... 90 indir.	Concerning wages....				
†Dec. 10 1912	Blue Bell Mine, No. 1 Mine, Highland Mine, Hope Mine, Silver Horde Mine, Molly Gibson Mine, Eureka Mine, Poor-man Mine, and employees, members of Nelson Miners' Union No. 96, W. F. M.	Employees...	Nelson, B.C.....	300.....	Concerning wages....				

II. TRANSPORTATION AND COMMUNICATION.

1. RAILWAYS.

Mar. 11 1912	Canadian Pacific Ry. Co., and freight handlers and clerks, members of Winnipeg Division No. 177, Brotherhood of Railroad Freight Handlers and Railway Clerks.	Employees...	Winnipeg, Man...	220 dir.... 230 indir...	Concerning alleged discrimination by company against members of the union and dismissals.	Hon. Mr. Justice H. A. Robson (c) 4; Chas. P. Fullerton (e) 2; Thos. J. Murray (m) 1.	April 3... 1912	May 3... 1912	A unanimous report was presented by the Board, in which it was stated that the company had re-employed all the employees who wished to return to work.
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†The five applications here recorded are regarded as one in the tabular statement.



## SESSIONAL PAPER No. 36a

April 29 1912	Canadian Ry. Co. and Train Service Organi- zations.	Employees...	C.N.R. lines.....	2,000.....	Concerning the pro- posed displacement of train crews of the Canadian Northern Ry. by the Midland Ry. Co., which had acquired running rights over the Canadian Northern line from Winnipeg to Emerson.	R. Max Denistoun (E) 1; L. L. Peltier (M) 1.	.....	Pending the final constitution of the Board a satisfactory ar- rangement was arrived at by by the parties concerned.
May 8... 1912	Canadian Coal and Ore Dock Co., Ltd., and coal handlers, most of whom were mem- bers of Coal Hand- lers' Local No. 319.	Employees...	Port Arthur, Ont.	90.....	Concerning alleged breach of agree- ment by company, also concerning wages, recognition of union, and de- mand for yearly con- ference between company and em- ployees.	His Honour Judge John McKay (C) 4; George F. Horrigan (E) 1; Frederick Urry (M) 1.	May 22... 1912	Report of Board was accompanied by a minority report signed by Mr. Urry. The majority re- port of the Board was in favour of the company. The em- ployees refused to accept same and declared a strike on July 29, which continued until August 5, when an agreement was reached which provided for certain increases in pay and the reinstatement of cer- tain former employees.
June 28 1912	Canadian Pacific Ry. Co., and employees in station and tele- graph service, mem- bers of the Order of Railroad Telegraph- ers.	Employees..	C. P. R. system..	1,800 dir.. 8,000 indir.	Concerning wages and amendment of condi- tions of service.	Peter McDonald, (C) 4; J. E. Duval (E) 1; J. G. O'Donoghue (M) 1.	July 22... Sept. 6... 1912	Report of Board was accom- panied by a minority report signed by Mr. J. G. O'Dono- ghue. The majority report was accepted by the company but was not accepted by the employees concerned. As a result of further conferences between the parties an agree- ment was reached, effective, regarding wages from August 1, 1912, and hours, overtime rates and other changes from October 1, 1912. The threat- ened strike was thereby avert- ed.



## INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.—PROCEEDINGS 1912-13.—Continued.

## II. TRANSPORTATION AND COMMUNICATION—Continued.

## 1. RAILWAYS—Concluded.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (e) Employer; (m) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
Nov. 21. 1912	Canadian Pacific Ry. Co., and freight handlers, clerks, etc., members of the Canadian Brotherhood of Railroad Employees.	Employees...	Ottawa Division of the C. P. R., Port Arthur and Fort William.	1,300 dir., 15,000 indir.	Concerning alleged unfair dismissals and refusal of company to negotiate with employees respecting schedule of rules and rate of pay.	His Honour Judge D. McGibbon (c) 4; J. E. Duval (e) 1; J. A. McDonald, (m) 1.	Nov. 28... 1912	Dec. 11... 1912	Report of Board was accompanied by a minority report signed by Mr. Duval. Prior to the date of the application the employees had gone on strike and remained out from November 1 until February 3, when the department was informed that an agreement had been reached by the parties concerned and the employees had accordingly resumed work.
Dec. 9... 1912	Intercolonial Ry. of Canada and locomotive engineers, members of the Brotherhood of Locomotive Engineers.	Employees...	I. C. R. lines...	8 dir., 350 indir.	Concerning employees' demand for reinstatement of certain employees and for payment for time lost to these and to others who had been suspended.	.....	.....	.....	Proceedings under Act were stayed pending further negotiations between the Government Railways Managing Board and the Brotherhood of Locomotive Engineers. No further action by the Department was necessary.
Jan. 31... 1913	Intercolonial and Prince Edward Island Railways, and certain employees, members of the Inter-Machinists, Inter-Association of Blacksmiths and Helpers, Brotherhood of Railway Carmen of America, Inter-Association of Boilermakers, and Inter-Association of Boilermakers' Helpers.	Employees...	I.C. and P.E.I. Railway lines.	1,500	Concerning employees' demand for revision of schedules and for an eight hour day.	.....	.....	.....	Proceedings under Act were stayed pending negotiations between the Minister of Railways and Canals and a committee of the employees concerned, which resulted in a settlement of the matters in dispute.



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Mar. 11 1913	Canadian Northern Ry. Co. and certain employees, members of the Order of Railway Conductors	Employees...	C. N. R. lines...	450 dir. 2,200 indir.	Concerning employees' demands for various changes in existing schedule, including wages, hours and working conditions.	Hon. Mr. Justice A. Haggart (c)3; Wm. Cross (e)1; J. Harvey Hall (w)1.	Mar. 29 1912	Proceedings unfinished.
Mar. 31 1913	Canadian Pacific Ry. Co. and certain employees, members of the Brotherhood of Locomotive Firemen and Enginemen.	Employees...	Alberta Division of C.P.R.	2,659 dir. 7,000 indir.	Concerning alleged breach of agreement by company.			Proceedings unfinished.
2. STREET RAILWAYS.								
May 1912	Ottawa Electric Ry. Co. and employees, members of Division No. 279, Amalgamated Association of Street and Electric Ry. Employees of America.	Employees...	Ottawa, Ont.	425	Concerning refusal of company to accept terms proposed by the employees providing for increased wages, shorter hours and improved working conditions.	Hon. Mr. Justice J. M. McDougall (c) 4; Travers Lewis, K.C. (e) 1; P. M. Draper (m) 1	May 18 1912	A unanimous report was presented by the Board making certain recommendations for the settlement of the dispute, which were accepted by both parties concerned.
July 1 1912	Halifax Electric Tramway Co. and employees, members of Division No. 508, Amalgamated Association of Street and Electric Ry. Employees of America.	Employees...	Halifax, N.S.	125 dir. 50 indir.	Concerning wages and conditions of employment as set forth in schedule submitted.	Hon. Mr. Justice W. B. Wallace (c) 3; George S. Campbell (e) 1; John T. Joy (m) 1.	Aug. 1 1912	A unanimous report was presented by the Board embodying the terms of an agreement which had been arrived at by the parties concerned.
Aug. 20 1912	Quebec Railway, Light, Heat and Power Co. and street railway employees, members of Fraternité Nationale No. 1, Employés de Tramway.	Employees...	Quebec, Que.	231 dir. 50 indir.	Concerning wages, recognition of union and reinstatement of certain employees.	Hon. Mr. Justice C. E. Dorion (c)3; J. L. Perron (L) 1; J. P. N. Simard (m) 1.	Sept. 25 1912	A unanimous report was presented by the Board, embodying an agreement signed by both parties concerned.



INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.—PROCEEDINGS 1912-13.—Concluded.

II. TRANSPORTATION AND COMMUNICATION—Concluded.

2.—STREET RAILWAYS—Concluded.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (E) Employer; (M) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
Sept. 18 1912	Hull Electric Ry. Co. and employees members of Division No. 591, Amalgamated Association of Street & Electric Railway Employees of America.	Employees...	Hull, Que.....	68 dir. .... 74 indir.	(Concerning wages and conditions of employment.	Peter McDonald (c) 4; George D. Kelly (E) 1; George C. Wright, (M) 1.	Oct. 1 1912	Nov. 2 1912	A unanimous report was presented by the Board, making certain recommendations for the settlement of the dispute which were accepted by both parties concerned.
Sept. 25 1912	Cities of Port Arthur and Fort William and employees in street railway service.	Employees...	Port Arthur and Fort William, Ont.	72 dir. .... Most of industrial workers in the two cities indirectly.	(Concerning alleged breach of agreement and alleged unsatisfactory investigation of charges.	George H. Rapsey (c) 3; Wm. P. Cooke (E) 1; Frederick Urry (M) 1.	Oct. 7 1912	Dec. 16 1912	The report was signed by all three members of the Board, Mr. Urry, however, dissenting in one particular. At a meeting of the Joint Board of Management a resolution was adopted accepting the findings of the Board.

3. SHIPPING.

Sept. 11 1912	Certain Steamship Companies doing business at the port of Halifax, viz. Pickford and Black, Furness-Withy Co., T. A. S. De Wolfe and Son, Canada Atlantic and Plant SS. Co., Cunard Co., Royal Steamship Co., and employees, members of Halifax Longshoremen's Association.	Employees...	Halifax, N.S.....	500.....	(Concerning wages.....	His Honour Judge W. B. Wallace (c) 3; George A. McKenzie (E) 1; Arthur M. Hoare (M) 1.	Sept. 21 1912	Oct. 15 1912	A unanimous report was presented by the Board, in which it was stated that an agreement had been arrived at by both parties concerned, effective from October 15, 1912 to December 31, 1913.
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4. TELEPHONES.

Mar. 17 1913	British Columbia Telephone Co. and employees, members of Local Union No. 213 Inter. Brotherhood of Electrical Workers.	Employer....	Lines of British Columbia Telephone Co.	320.....	Concerning wages and conditions of employment.	.....	.....	.....	Through the good offices of the department, conferences were arranged between the officials of the company and a committee of the men, who had ceased work on March 15. These conferences resulted in a settlement of the main points at issue. The men returned to work on March 24.
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III. MUNICIPAL PUBLIC UTILITIES.

Mar. 14 1913	Corporation of the City of Vancouver and certain employees, being scavengers, waterworks employees, and maintenance and construction men, members of Civic Employees' Union and Local of Inter. Union of Hodecarriers, Building and Common Labourers.	Employees....	Vancouver, B.C....	1,200 dir.... 1,200 indir.	Concerning wages of waterworks men, also alleged discrimination against union men.	.....	.....	.....	At the close of the fiscal year the Board had not been completed by the appointment of a chairman.
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5. INDUSTRIES OTHER THAN MINES, AGENCIES OF TRANSPORTATION AND COMMUNICATION, AND OTHER PUBLIC SERVICE UTILITIES.

Jan. 9 1913	Ottawa Car Co., Ltd., and machinists, blacksmiths and helpers, members of Lodge No. 412, Inter. Association of Machinists and Lodge No. 446, Inter. Brotherhood of Blacksmiths and Helpers.	Employees....	Ottawa, Ont.....	69.....	Concerning wages and hours.	.....	Jan. 11... 1913	Jan. 17... 1913	A unanimous report was presented by the Board, embodying an agreement signed by both parties to the dispute, effective for one year from January 17, 1913.
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INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.—PROCEEDINGS 1913-14.

STATEMENT of Applications for Boards of Conciliation and Investigation and of Proceedings thereunder from April 1, 1913, to March 31, 1914.

1. MINES, AGENCIES OF TRANSPORTATION AND COMMUNICATION AND OTHER PUBLIC SERVICE UTILITIES.

- 1. Appointed by the Minister, under Section 8, Sub-section 1, of the I. D. I. Act, on recommendation from party concerned.
- 2. Appointed by the Minister, under Section 8, Sub-section 2, of the I. D. I. Act, in the absence of a recommendation from party concerned.
- 3. Appointed by the Minister, under Section 8, Sub-section 3, of the I. D. I. Act, on the joint recommendation of the two members first appointed.
- 4. Appointed by the Minister, under Section 8, Sub-section 4, of the I. D. I. Act, in the absence of a joint recommendation by the two members first appointed.

I. MINING AND SMELTING INDUSTRY.

1. COAL MINES.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (E) Employer; (M) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
May 26 1913	Acadia Coal Co., Ltd. and employees, some of them being members of Local Unions No. 351 and No. 1726, United Mine Workers of America.	Employees.	Stellarton, N.S.	1,125 direct; 260 indirect.	Concerning order and for increased wages, reduction in rent, recognition of United Mine Workers of America and reinstatement of certain former employees alleged to have been dismissed for their connection therewith.	Hon. John N. Armstrong (c) 3; W. H. Chase (E) 1; J. C. Watters, (M) 1.	June 20 1913	July 14 1913	A unanimous report was presented by the Board, in which it was stated that an amicable settlement of all matters in dispute had been effected.

II. TRANSPORTATION AND COMMUNICATION.

1. RAILWAYS.

March 11 1913	Canadian Railway Co. and conductors, members of the Order of Railway Conductors	Northern Employees.	C.N.R. lines.	350 direct; 2,200 indirect.	Concerning employees' demands for various changes in existing schedule, including wages, hours and working conditions.	Hon. Mr. Justice A. Haggart (c) 3; Wm. Cross (E) 1; J. Harvey Hall, (M) 1.	Mar. 29 1913	April 25 1913	Report of Board was accompanied by a minority report signed by Mr. Cross. Mr. Hall, whilst signing the majority report, submitted a statement of points on which he differed from the chairman. No cessation of work occurred.
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Mar. 31 1913	Canadian Pacific Railway Co. and certain employees, members of the Brotherhood of Locomotive Firemen and Engineers.	Alberta, Division of C.P.R.	2,650 dir. 7,000 indir.	Concerning alleged breach of agreement by Company re promotions.	Prof. Adam Shortt (c) 3; J.H. Wellington (L) 1; David Campbell (v) 1	April 15 1913	Oct. 21 1913	Report of Board was accepted by a minority report signed by Mr. Campbell. The majority report stated that the dispute was really between the Brotherhood of Locomotive Engineers and the Brotherhood of Locomotive Firemen and Engineers. A conference between these Brotherhoods was held in Chicago, at which an agreement was reached providing ways and means for the settlement by joint action of all matters of mutual interest, thus obviating the necessity for further action by the Board.
July 1913	7 Halifax and South-Western Railway Co. and certain employees, members of the Canadian Brotherhood of Railroad employees.	Bridgewater, N.S.	34 dir. 5 indir.	Concerning wages and conditions of employment as per schedule submitted.	A. B. Crosby (c) 3; Major W. Ernest Thompson (E) 1; Jno. A. McDonald (v) 1.	Aug. 12 1913	Sept. 8 1913	A unanimous report was presented by the Board, embodying the terms of an agreement signed on behalf of both parties to the dispute, effective for one year from June 1, 1913.
July 1913	30 Grand Trunk Railway Co. & Maintenance-of-Way employees, members of the International Brotherhood of Maintenance-of-Way employees.	C.T.R. lines in Canada.	3,000 indir.	Concerning wages.	Honour Judge R. D. Dunn (c) 3; F. H. McGowan (E) 1; G. D. Robertson (v) 1.	Aug. 27 1913	Sept. 24 1913	A unanimous report was presented by the Board, making certain recommendations for the settlement of the dispute, which were accepted by both parties concerned.
Aug. 1913	7 Quebec Central Railway Co. and shop employees, members of International Association of Machinists, Brotherhood of Railway Carmen of America, International Brotherhood of Blacksmiths and Helpers and International Brotherhood of Boilermakers, Iron Shipbuilders & Helpers.	Sherbrooke, Que.	149 dir. 40 indir.	Concerning wages and conditions of employment.				Pending establishment of Board a satisfactory arrangement was arrived at by the parties concerned.



## INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.—PROCEEDINGS 1913-14—Continued.

## II. TRANSPORTATION AND COMMUNICATION.—Continued.

## 1. RAILWAYS—Continued.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (e) Employer; (m) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
Aug. 25 1913	Grand Trunk Railway Co. and station and telegraph employees, members of the Order of Railroad Telegraphers.	Employees.	C. T. R. lines in Canada.	1,300.....	Concerning wages and conditions of employment as per schedule submitted.	His Honour Judge R. D. Gunn (c) 3; F. H. McGuigan (e) 1; J. G. O'Donoghue (m) 1.	Sept. 11 1913	Nov. 25 1913	Report of Board was signed by all three members, Mr. O'Donoghue dissenting, however, on one or two points. The award was accepted by both parties concerned.
Oct. 25 1913	Canadian Pacific Ry. Co. and certain employees, members of International Brotherhood of Maintenance - of - Way Employees.	Employees....	C.P.R. System.	5,000.....	Concerning wages and Company's interpretation of schedule of rules.	Hon. Mr. Chief Justice Richard M. Meredith (c) 4; W. N. Tilley (e) 1; Henry Irwin (m) 1	Dec. 5 1913	Jan. 21 1914	Report of Board was accompanied by a minority report signed by Mr. Irwin. The majority report contained a recommendation to the effect that both sides should withdraw for the present their claims for changes in rules and rates. This recommendation was agreed to by both parties concerned.
Nov. 20 1913	Grand Trunk Pacific Railway Co. and machinists & boiler-makers, members of Lodges Nos. 484 and 559, International Association of Machinists, and Lodge No. 529, International Brotherhood of Boilermakers & Iron Shipbuilders.	Employees....	C.T.P. System.	700 dir.... 1,000 indir.	Concerning wages and conditions of employment.	Hon. Mr. Justice A. Haggart (c) 4; Wm. Cross (e) 1; Thos. J. Murray (m) 1.	Dec. 6 1913	.....	Proceedings unfinished.



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Jan. 1914	9 Canadian Northern Ry Co. and employees, members of International Brotherhood of Maintenance of Way Employees.	Employees...	C. N. R. lines....	1,800 dir... 3,000 to 4,000 indir.	Concerning wages....	His Honour Judge R. D. Gunn (c) 3; W. N. Tilley (E) 1; Henry Irwin (M) 1	March 5... 1914	.....	Proceedings unfinished.
Jan. 1914	9 Grand Trunk Pacific Railway Co. and employees, members of International Brotherhood of Maintenance-of-Way Employees.	Employees...	G. T. P. Ry. lines	1,800 dir... 2,500 indir	Concerning wages....	His Honour Judge R. D. Gunn (c) 3; F. H. McGuigan (E) 1; Henry Irwin (M) 1.	Jan. 30... 1914	Feb. 23... Feb. 26... 1914	Report of Board was accompanied by a minority report signed by Mr. Irwin. The recommendations contained in the majority report were accepted by both parties to the dispute.
Mar. 1914	31 Canadian Pacific Ry. Co. and conductors, trainmen and yardmen, members of Order of Railway Conductors and Brotherhood of Railroad Trainmen.	Employees...	C. P. R. Western lines.	3,000 dir... 2,700 indir	Concerning demand for revision of schedule governing wages and conditions of employment.	.....	.....	.....	Proceedings unfinished.

## 2. STREET RAILWAYS.

June 1913	25 British Columbia Electric Railway Co. and employees, members of Local Divisions No. 101 Vancouver, No. 109 Victoria and No. 134 New Westminster, Amalgamated Association of Street and Electric Railway Employees of America.	Employees...	Vancouver, Victoria and New Westminster, B.C.	2,000 dir... about 300 indir.	Concerning demand for new agreement of wages and working conditions.	Hon. Mr. Justice Denis Murphy (c) 3; H. O. Alexander (E) 1; M. B. Cotsworth (M) 1.	July 4... 1913	Aug. 21... Sept. 3... 1913	Members of Board were unanimous in their findings regarding rules but differed on the question of wages, separate wage schedules being submitted with the majority and minority reports. The minority report was signed by Mr. Cotsworth. As the result of the investigation an agreement was entered into by both parties to the dispute.
Mar. 1914	9 British Columbia Electric Railway Co. and employees, members of Local Division No. 101 Vancouver, No. 109 Victoria and No. 134 New Westminster, Amalgamated Association of Street and Electric Railway Employees of America.	Employees...	Vancouver, Victoria and New Westminster, B.C.	137 dir.... 1,563 indir.	Concerning Company's interpretation of certain sections of existing agreement.	Hon. Mr. Justice W. A. Macdonald (c) 4; John Elliot (E) 1; Jas. H. McVety (M) 1.	Mar. 27... 1914	.....	Proceedings unfinished.



## INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.—PROCEEDINGS 1913-14.—Continued.

II. TRANSPORTATION AND COMMUNICATION—Concluded.  
3. SHIPPING.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (e) Employer; (m) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
June 6 1913	Maritime Co. and tug captain, tug firemen, and dredge workers, members of 'Tug Captains' Local No. 830, Tug Firemen's Local No. 802, and Dredge Workers' Protective Association Local No. 470.	Employees.	St. John, N.B.	150 dir. 205 in lir.	Concerning wages and conditions of employment.	Chas. H. Thomas (c) 4; John E. Moore (e) 1; J. E. Tighe (m) 1.	June 21 1913	Oct. 27 1913	A unanimous report was presented by the Board. The award was declared acceptable to the Company, but was not accepted by the employees concerned. No cessation of work occurred.
Oct. 14 1913	Certain Steamship Companies trading to Port of St. John, N. B., comprising Allan Line, C. P. R. Steamship Lines, Dominion Coal Co., Elder Dempster and Co., Furness Withy and Co., Head Line, New Zealand Shipping Co., Robert Reford Co., Ltd. (Donaldson Line) & longshoremen, most of them being members of Local No. 273, International Longshoremen's Association, also coal handlers and trimmers employed by the Dominion Coal Co., members of Local No. 180, International Longshoremen's Association	Employers.	St. John, N.B.	1,049	Concerning wages, hours, and conditions of employment	Walter B. Foster (c) 3; John E. Moore (e) 1; J. E. Tighe (m) 1.	Oct. 22 1913	Nov. 14 " 21 1913	A unanimous report was presented by the Board, making certain recommendations for the settlement of the dispute. This report concerned all interests affected except the Dominion Coal Co. and its employees, a separate investigation being made in this case. In the former case the Shipping Companies and employees concerned bound themselves under Section 62 of the Act to abide by the award. In the latter case the award was also unanimous and was accepted by both parties concerned.



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Dec. 12 1913	Certain Steamship Companies trading to the Port of St. John, N. B., comprising Allan Line, C. P. R. Steamship and Railway Lines, Head Line, Furness and Manchester Lines, New Zealand Shipping Co., Elder Dempster & Co., Robert Reford & Co., Donaldson Line, C. N. R. Line, and Red Cross Line, and marine warehouse, freight checkers, members of Marine Warehouse Freight Checkers' Union, Local No. 825, International Longshoremen's Association.	Employees...	St. John, N.B.....	225 dir. 1,600 indir.	Concerning wages, hours, and conditions of employment	G. Fred. Fisher (c)3; Jos. R. Stone (e)2; John E. Moore (m) 1.	Jan. 1914	Feb. 7... 1914	A unanimous report was presented by the Board, making certain recommendations for the settlement of the dispute. The award was declared acceptable to the employees concerned, but was not accepted by the shipping companies. No cessation of work occurred.
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III. MUNICIPAL PUBLIC UTILITIES.

Mar. 11 1913	Corporation of the City of Vancouver and certain employees, being scavengers, waterworks employees, and maintenance and construction men, members of Civic Employees' Union and Local of International Union of God-carriers, Building and Construction Labourers.	Employees.	Vancouver, B.C.	1,200 dir. 1,200 indir.	Concerning wages of waterworks men, also alleged discrimination against union men	Hon. Mr. Justice Denis Murphy (c) 3; H. O. Alexander (e) 1; Geo. E. McCrossan (m) 1.	April 5... 1913	May 14... 1913	A unanimous report was presented by the Board, making certain recommendation for the settlement of the dispute. The award was accepted by the Corporation of the City of Vancouver and was understood to be acceptable also to the employees concerned.
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INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.---PROCEEDINGS 1913-14. --- Concluded.  
B.--INDUSTRIES OTHER THAN MINES, AGENCIES OF TRANSPORTATION AND COMMUNICATION, AND OTHER PUBLIC UTILITIES.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (E) Employer; (M) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
April 5 1913	Certain Boot and Shoe Manufacturers of the City of Quebec, namely, J. H. Larochelle, W. A. Marsh & Co., J. Ritchie & Co., and O. Goulet and employees, members of La Fraternité Nationale des Cordonniers - Machinistes de Québec.	Employees..	Quebec, Que.	25 dir. 500 indir.	Concerning wages and alleged breach of agreement.	Hon. H. Cyrias Pelletier (c) 4; Felix Marois (E) 1; Gaudiose Hébert (M) 1	April 28 1913	June 2 1913	Report of Board was accompanied by a minority report signed by Mr. Hébert. The award was declared acceptable to the Companies concerned. The employees, however, refused to accept same. No general cessation of work occurred.



SESSIONAL PAPER No. 36a

## INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.—PROCEEDINGS 1914-1915.

## STATEMENT of Applications for Boards of Conciliation and Investigation and of Proceedings thereunder from April 1, 1914, to March 31, 1915.

## 1.—MINES, AGENCIES OF TRANSPORTATION AND COMMUNICATION AND OTHER PUBLIC SERVICE UTILITIES.

1. Appointed by the Minister, under Section 8, Sub-section 1, of the I.D.I. Act, on recommendation from party concerned.
2. Appointed by the Minister, under Section 8, Sub-section 2, of the I.D.I. Act, in the absence of a recommendation from party concerned.
3. Appointed by the Minister, under Section 8, Sub-section 3, of the I.D.I. Act, on the joint recommendation of the two members first appointed.
4. Appointed by the Minister, under Section 8, Sub-section 4, of the I.D.I. Act, in the absence of a joint recommendation by the two members first appointed.

## I. MINING AND SMELTING INDUSTRY.

## 1. METAL MINES.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (e) Employer; (m) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
July 16 1914	Temiskaming Mining Co. and miners, surface labourers and millmen, member of Cobalt Miners' Union No. 146, W. F.M.	Employees...	Cobalt, Ont.....	125.....	Concerning proposed reduction of wages.	His Hon. Judge A.A. Mahaffy, (c)4; R.P. Rogers, (e)1; Jas. Dogue, (m)1.	Aug. 1..... 1914	Sept. 3..... Sept. 11 1914	Prior to the investigation the Company had ceased operations owing to conditions caused by the war. The Board presented two reports the minority report being signed by Mr. Dogue. The Board recommended certain improvements in conditions to take effect when work was resumed.
Oct. 8 1914	Miller Lake O'Brien Mine and employees, members of Gowganda Miners' Union No. 154, W. F. M.	Employees...	Gowganda, Ont....	50 dir.... 100 indir.	Concerning proposed reduction of wages, conditions of employment, and alleged discrimination against members of Union.	His Hon. Judge A.A. Mahaffy, (c)4; R. H. James, (e)1; Robt. A. Allen, (m)1.	Nov. 5..... 1914	Nov. 27..... Nov. 30 1914	Report of Board was accompanied by a minority report signed by Mr. Allen. The Board recommended that the employees should accept the reduced rates until the return of normal conditions. No cessation of work occurred.



II. TRANSPORTATION AND COMMUNICATION.

1. RAILWAYS.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (e) Employer; (m) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
Nov. 20 1913	Grand Trunk Pacific Railway Co. and machinists & boiler-makers, members of Lodges Nos. 484 and 559, International Association of Machinists, & Lodge No. 529, International Brotherhood of Boiler-makers and Iron Shipbuilders.	Employees...	G.T.P. System...	700 dir., 1,000 indir.	Concerning wages and conditions of employment.	Hon. Mr. Justice A. Haggart, (c)4; Win. Cross, (e)1; Thos. J. Murray, (m)1.	Dec. 6..... 1913	April 14.... 1914	Report of Board was accompanied by a minority report signed by Mr. Cross. The award was declared acceptable to the employees concerned but was not accepted by the Company. No cessation of work occurred.
Jan. 9 1914	Canadian Northern Railway Co. and employees, members of International Brotherhood of Maintenance of Way Employees.	Employees...	C.N.R. lines.....	1,800 dir., 3,000 to 4,000 indir.	Concerning wages.....	His Honour Judge R.D. Gunn, (c)3; A.N. Tilley, (e)1; Henry Irwin, (m)1.	March 5.... 1914	June 11.... July 13 1914	Report of Board was accompanied by a minority report signed by Mr. Irwin. The Board recommended that no change should be made in the rates of wages paid to the employees concerned. This was agreed to by both parties.
March 31 1914	Canadian Pacific Railway Co., and conductors, trainmen & yardmen, members of Order of Railway Conductors and Brotherhood of Railroad Trainmen.	Employees...	C.P.R. Western lines.	3,000 dir., 2,700 indir.	Concerning demand for revision of schedule governing wages and conditions of employment.	His Honour Judge R.D. Gunn, (c)4; Isaac Pitblado, (e)1; D. Campbell, (m)1.	April 20.... 1914	August 5.... 1914	Report of Board was accompanied by a minority report signed by Mr. Campbell. Mr. Pitblado, whilst signing the report, made some reservations which he set forth in a separate statement. The employees refused to accept award and asked that the schedule in force might be continued. To this the Company subsequently agreed.



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April 22 1914	Michigan Central Railroad Co. and employees, being train despatchers, station agents, etc., members of Order of Railroad Telegraphers.	M.C.R. lines in Canada.	115 dir. 3,000 indir.	Concerning wages and conditions of employment.	Honour Judge Colin G. Snider, (c)4; Rodger Black, (r)1; David Campbell, (m)1.	May 12 1914	Report of Board was signed by all three members, Mr. Black, however, dissenting on one or two points. Following the report of the Board negotiations took place between the Company and the employees concerned, which resulted in a settlement of all points at issue.
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2. STREET RAILWAYS.

March 9 1914	British Columbia Electric Railway Co. and employees, members of Local Division No. 101 Vancouver, No. 109 Victoria and No. 134 New Westminster, Amalgamated Association of Street and Electric Railway Employees of America.	Vancouver, Victoria and New Westminster, B.C.	137 dir. 1,562 indir.	Concerning Company's Hon. Mr. Justice W. A. Macdonald, interpretation of certain sections of agreement.	John Elliot, (r)1; Jas. H. McVety, (m)1	March 27 1914	Report of Board was accompanied by a minority report signed by Mr. Elliot. Through the efforts of Mr. McNiven, one of the officers of the Department of Labour, conferences were subsequently held which resulted in a satisfactory arrangement.
June 6 1914	St. John Railway Co. & employees, members of Division No. 663, Amalgamated Association of Street and Electric Railway Employees of America.	St. John, N.B.	90 dir. 60 indir.	Concerning alleged Robert L. Hayes, June 22 1914 discrimination against a member of the Union.	J. G. Forbes, (r)2; Jas. L. Sugrue, (m)1	July 8 1914	A unanimous report was presented by the Board, making certain recommendations for the settlement of the dispute. The Company refused to accept the award and a strike of the employees followed, which continued from July 22 to July 24, when an agreement was entered into by both parties concerned.
July 2 1914	Ottawa Electric Railway Co. and employees, members of Division No. 279, Amalgamated Association of Street and Electric Railway Employees of America.	Ottawa, Ont.	450	Concerning wages, hours, and recognition of Union.	A. E. Tripp, M. P. (m)1.		Proceedings discontinued, an agreement having been reached by both parties concerned, effective to June 30, 1916.



# INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.—PROCEEDINGS, 1914-15—Continued.

## III. LIGHT AND POWER.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (E) Employer; (M) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
May 2 1914	Toronto Electric Light Co. and Toronto Railway Co. and electrical workers, members of Local No. 353, International Brotherhood of Electrical Workers.	Employees...	Toronto, Ont....	200.....	Concerning wages, hours, conditions of employment and alleged discrimination against members of Union.	His Honour Judge D. McGibbon, (c)3; H. H. Dewart, K.C. (E)1; J. G. O'Donoghue, (M)1.	May 12.... 1914	July 28.... 1914	Report of Board in the case of the Toronto Electric Light Company was accompanied by a minority report signed by Mr. Dewart. Negotiations resulted in a settlement of the dispute, thus obviating the necessity for any action in connection with the dispute between the Toronto Railway Co. and employees.
June 18 -1914	Dominion Iron and Steel Co. and electrical workers, members of Local No. 293, International Brotherhood of Electrical Workers.	Employees...	Sydney, N.S.....	55 dir.... 2,000 to 3,000 indir.	Concerning alleged discrimination against members of Union.	Rev. I. W. MacMillan, (c)3; W. H. Chase, (E)1; Arthur S. Kendall, M.D., (M)1.	July 14 ... 1914	August 15. 1914	A unanimous report was presented by the Board, accompanied by an agreement signed on behalf of both parties concerned.
July 15 1914	Dominion Power and Transmission Co., Ltd., and electrical workers, members of Local No. 390, International Brotherhood of Electrical Workers, and others.	Employees...	Hamilton, Ont....	16 dir.... 14 indir.	Concerning wages, hours and conditions of employment.	His Honour Judge L. B. C. Livingstone, (c)4; C. F. Maxwell, (E)2; John B. Pegg, (M)1.	August 10. 1914	Aug. 28.... 1914	Report of Board stated that on the request of both parties concerned the investigation was not proceeded with.



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## IV. MUNICIPAL PUBLIC UTILITIES.

May 9 1914	Toronto Hydro-Electric System and electrical workers, members of Local No. 353, International Brotherhood of Electrical Workers.	Employees...	Toronto, Ont.....	200 dir.... 55 indir.	Concerning wages, hours, conditions of employment, and alleged discrimination against members of Union.	His Honour Judge Colin G. Snider, (c)4; F. W. Wegenast, (e)1; Fred. Bancroft, (m)1.	May 27.... 1914	June 19.... 1914	Report was signed by the Chairman and Mr. Bancroft and embodied a schedule of wages and working conditions which were recommended to become effective from May 1, 1914. Mr. Wegenast did not concur in the award. The findings were accepted by both parties concerned.
June 4 1914	London Hydro-Electric Commission and electrical workers, members of Local No. 120, International Brotherhood of Electrical Workers.	Employees...	London, Ont.....	26 dir.... 11 indir.	Concerning wages and conditions of employment.	John Jacobs, (m)1.	.....	.....	Proceedings discontinued at the request of both parties concerned.
Oct. 13 1914	City of Edmonton and employees in telephone, electric light and street railway departments, members of Local No. 544, International Brotherhood of Electrical Workers and non-union power house employees.	Employees...	Edmonton, Alta...	255 dir.... 55 indir.	Concerning alleged reduction of wages, without required notice.	Hon. Mr Justice J. D. Hyndman, (c)3; Kenneth W. McKenzie, (e)1; John B. Pegg, (m)1.	March 11.... 1915	March 23.... 1915	Prior to the investigation agreements were entered into between the Corporation of Edmonton and the employees in the telephone, electric light and street railway departments. The Board, therefore, dealt only with the case of the power house employees. The report was signed by all three members, Mr. Pegg, however, dissenting on one point. The award was accepted by both parties concerned.
Mar 9 1915	City of Calgary and electrical workers, members of Local No. 348, International Brotherhood of Electrical Workers.	Employees...	Calgary, Alta....	30	Concerning proposed reduction of wages and termination of agreement.	R. A. Brown, (e) 1; John B. Pegg, (m)1.	.....	.....	Proceedings unfinished.



## INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.—PROCEEDINGS, 1914-15—Concluded.

## B.—INDUSTRIES OTHER THAN MINES, AGENCIES OF TRANSPORTATION AND COMMUNICATION, AND OTHER PUBLIC UTILITIES.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (e) Employer; (m) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
May 1914	Ottawa Car Manufacturing Co., Ltd., and machinists and boilermakers, members of Lodge No 412, International Association of Machinists.	Employees...	Ottawa, Ont.....	75	Concerning wages and conditions of employment.	P. Hill, May 9, 1914 (c)3; Geo. F. Henderson, K.C., (e)1; J.C. Watters, (m)1.	May 9, 1914	May 29, 1914	A unanimous report was presented by the Board, accompanied by an agreement entered into by both parties.
June 15 1914	Certain Montreal Contractors and their respective employees, being carpenters & joiners, members of the United Brotherhood of Carpenters and Joiners of America.	Employees...	Montreal, Que...	500	Concerning alleged refusal of employers to comply with agreement of 1912.	Hon. Mr. Justice J. P. Bouchard, (c)1; Hon. Mr. Justice J. P. Bouchard, (e)1; Hon. Mr. Justice J. P. Bouchard, (m)1.	June 23, 1914	July 21, 1915	Report of Board was unanimous and was accompanied by a memorandum of agreement signed on behalf of both parties concerned, effective to June 1, 1917. A strike had occurred on June 1, which continued until June 15, when through the efforts of an officer of the Department of Labour the differences in question were referred for adjustment under section 63 of the Act.
Dec. 1914	S. J. D. McArthur & Co., Ltd., Contractors, and employees, being workmen employed in the Edmonton, Dunvegan and British Columbia Railway shops at West Edmonton, Alta.	Employees...	Edmonton, Alta...	127	Concerning reduction of wages.	Hon. Mr. Justice J. P. Bouchard, (c)3; Hon. Mr. Justice J. P. Bouchard, (e)1; Hon. Mr. Justice J. P. Bouchard, (m)1.	January 4, 1915	.....	Proceedings unfinished.



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Jan. 14 1915	J. D. McArthur & Co., Ltd., Contractors, and employees, being train operatives on the Edmonton, Dun- vegan and British Columbia Railway and the Alberta and Great Waterways Railway.	Employees ..	Edmonton, Dun- vegan and Bri- tish Columbia Railway and the Alberta and Great Water- ways Railway.	.....	Concerning reduction of wages.	S. A. Dickson, (c) 4; O. M. Biggar, K. C., (w) 1; D. Campbell, (m) 1.	March 16.. 1915	.....	Proceedings unfinished.
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INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.—PROCEEDINGS 1915-1916.

STATEMENT of Applications for Boards of Conciliation and Investigation and of Proceedings thereunder from April, 1, 1915, to March 31, 1916.

A.—MINES, AGENCIES OF TRANSPORTATION AND COMMUNICATION AND OTHER PUBLIC SERVICE UTILITIES.

- 1. Appointed by the Minister, under Section 8, Sub-section 1, of the I.D.I. Act, on recommendation from party concerned.
- 2. Appointed by the Minister, under Section 8, Sub-section 2, of the I.D.I. Act, in the absence of a recommendation from party concerned.
- 3. Appointed by the Minister, under Section 8, Sub-section 3, of the I.D.I. Act, on the joint recommendation of the two members first appointed.
- 4. Appointed by the Minister, under Section 8, Sub-section 4, of the I.D.I. Act, in the absence of a joint recommendation by the two members first appointed.

I. MINING AND SMELTING INDUSTRY.

1. COAL MINES.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (E) Employer; (M) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
Aug. 19 1915	Intercolonial Coal Mining Co., Ltd., and employees.	Employees...	Westville, N.S.	366.....	Concerning wages.....	His Honour Judge W. B. Wallace, (c)3; John MacKeen, (E)1; Simon Lott, (M)1.	Sept. 1 1915	Sept. 17 1915	A unanimous report was presented by the Board, making certain recommendations for the settlement of the dispute, which were accepted by both parties concerned.
Nov. 20 1915	Acadia Coal Co., Ltd., and employees.	Employees...	Stellarton, N.S.	430.....	Concerning wages.....	His Honour Judge W.B. Wallace, (c)3; Wm. H. Chase, (E)1; Simon Lott, (M)1.	Nov. 30 1915	Dec. 13 1915	A unanimous report was presented by the Board making certain recommendations for the settlement of the dispute. The award was accepted by the company and was understood to be acceptable also to the employees concerned, the impending strike being thereby averted.



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## II. TRANSPORTATION AND COMMUNICATION.

## 1. RAILWAYS.

April 16 1915	Canadian Northern Railway Co. and employees members of Order of Railway Conductors, Brotherhood of Railroad Trainmen, and Order of Railroad Telegraphers.	Employees...	Lines of Canadian Northern Ontario, Bay of Quinte, and B. W. and N. W. Railways.	300 dir... 4,000 indir.	Concerning wages and conditions of employment.	.....	On request of both parties concerned the application was not proceeded with, the matters in dispute having been settled by negotiation.
May 17 1915	Canadian Northern Railway Co. and employees on its eastern lines, members of Brotherhood of Locomotive Engineers and Brotherhood of Locomotive Firemen and Enginemen.	Employees...	Merged lines of Canadian Northern Railway east of Port Arthur, Ont.	407 dir... 1,120 indir.	Concerning employees' demand for same rates and rules in force west of Great Lakes.	Oct. 22 1915	A unanimous report was presented by the Board, accompanied by a proposed schedule of rules and rates effective from November 1, 1915. The award was accepted by the employees concerned and was later accepted by the Company.
June 28 1915	Grand Trunk Pacific Railway Co. and employees, members of International Brotherhood of Maintenance-of-Way Employees.	Employees...	Lines of Grand Trunk Pacific Railway.	1,800 dir... 1,100 indir.	Concerning termination of working agreement and proposed reduction of wages.	.....	Pending the establishment of a Board the application was withdrawn to permit of further negotiations which resulted in the Company deferring the proposed reduction.
Feb. 28 1916	Toronto, Hamilton and Buffalo Railway Co. and employees in locomotive and car department, members of T. H. and B. System Federation No. 36, International Association of Machinists and Helpers No. 414, International Brotherhood of Iron Ship Builders and Helpers No. 421, International Brotherhood of Blacksmiths & Helpers No. 330, and Brotherhood of Railway Carmen of America No. 94.	Employees...	Hamilton, Ont.	105 dir... 12 indir.	Concerning wages, hours, and conditions of employment.	.....	Proceedings unfinished.



## INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.—PROCEEDINGS 1915-1916.—Continued.

## TRANSPORTATION AND COMMUNICATION.—Concluded.

## 2. STREET RAILWAYS.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (C) Chairman; (E) Employer; (M) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
June 29 1915	British Columbia Electric Railway Co. and employees, members of Local Divisions No. 101 Vancouver, No. 109 Victoria, and No. 134 New Westminster, Amalgamated Association of Street and Electric Railway Employees of America.	Employer....	Vancouver, Victoria, and New Westminster, B.C.	1,058 dir... 156 indir.	Concerning proposed reductions in wages and changes in working conditions.	Honourable Mr. Justice W. A. Macdonald, (C)4; A. G. McCandless, (E)1; Jas. H. McVety, (M)1.	July 8 1915	Sept. 7 1915	Report of Board was accompanied by a minority report signed by Mr. McVety. The Company accepted the award but the employees refused to do so. Through the efforts of one of the Departmental officers conferences were arranged between the parties concerned which resulted in an agreement being reached which disposed of all points at issue.
July 19 1915	British Columbia Electric Railway Co. and employees, members of Local Unions No. 213 Vancouver, No. 230 Victoria and No. 558 New Westminster, International Brotherhood of Electrical Workers.	Employees...	Vancouver, Victoria, and New Westminster, B.C.	150 .....	Concerning wages, hours, conditions of employment and alleged unfair dismissals.	Honourable Mr. Justice W. A. Macdonald, (C)4; Jas. A. Harvey, K.C. (E)2; Edmund H. Morrison, (M)1.	Aug. 14 1915	Sept. 15 1915	A unanimous report was presented by the Board and was accompanied by a proposed schedule of rules and rates effective for two years from September 15, 1915. The award was declared acceptable to the employees concerned but was not accepted by the Company.
Aug. 30 1915	City of Edmonton and employees, members of Local Division No. 569, Amalgamated Association of Street and Electric Railway Employees of America.	Employees...	Edmonton, Alberta.	250.....	Concerning cancellation of agreement.	.....	.....	.....	Pending the establishment of a Board the Department was informed that the dispute had been adjusted, an agreement having been entered into by both parties concerned.



Nov. 11 1915	City of Edmonton and employees, members of Local Division No. 569, Amalgamated Association of Street and Electric Railway Employees of America.	Edmonton, Alberta.	6 dir.... 220 indir.	Concerning alleged discrimination against members of Union, J. E. Wallbridge, resulting in a number of dismissals. Wm. MacAdams, (m)l.	Mar. 11 1916	A unanimous report was presented by the Board and was accompanied by an agreement between the parties concerned, disposing of all points at issue except the case of a dismissal, the agreement providing, however, that the Board decision on this point should be final. The finding was to the effect that suspension should be substituted for dismissal.
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3. SHIPPING.

Dec. 20 1915	Certain Steamship Companies trading to the Port of St. John, N.B., comprising Allan Line, C. P. R. Steamship Lines, Elder Dempster and Co., Head Line, New Zealand Shipping Co., Furness Line, Manchester Line, (Furness, Withy and Co.) Robert Reford Co. Donaldson Line, and Royal Mail Steam Packet Co.; also H. S. Gregory and Sons and H. W. Parlee, stevedores and contractors; and Wm. Thomson and Co., Ltd., J. E. Moore and Co., J. T. Knight and Co., W. M. McKay, Ltd., Geo. McKean and Co., Ltd., J. B. Brand, R. C. Elkin, and Alexander Watson, ship brokers and shippers, and longshoremen, members of Longshoremen's Association of St. John.	St. John, N.B.	1,135.....	Concerning wages, hours, and conditions of employment. W. E. Foster, (c)3; J. M. Lauer, (e)1; J. E. Tighe, (m)l.	Jan. 1 1916	
Jan. 24 1916						A unanimous report was presented by the Board, embodying the terms of a proposed agreement effective from January 18, 1916, until December 1, 1919. The award was accepted by the employees and was also declared acceptable on behalf of most of the employers.



INDUSTRIAL DISPUTES INVESTIGATION ACT, 1907.—PROCEEDINGS 1915-1916.—*Concluded.*

## III. MUNICIPAL PUBLIC UTILITIES.

Date of receipt of application.	Parties to Dispute.	Party making application.	Locality.	No. persons affected.	Nature of dispute.	Names of Members of Board: (c) Chairman; (e) Employer; (m) Men.	Date on which Board was constituted.	Date of receipt of report of Board.	Result of Reference.
Mar. 9 1915	City of Calgary & electrical workers, members of Local No. 348, International Brotherhood of Electrical Workers.	Employees...	Calgary, Alta.	30.....	Concerning proposed reduction of wages and termination of agreement.	Col. G. E. Sanders, (c)3; R. A. Brown, (e)1; John B. Pegg, (m)1.	April 2 1915	May 5 1915	A unanimous report was presented by the Board, accompanied by an agreement entered into by both parties concerned.
May 26 1915	Toronto Hydro-Electric Commission & electrical workers, members of Local No. 353, International Brotherhood of Electrical Workers.	Employees...	Toronto, Ont.	175 dir... 25 indir.	Concerning wages and conditions of employment.	Honour Judge Emerson Coatsworth, (c)1; F. Ericlsen Brown, (e)1; Fred Bancroft, (m)1.	July 2 1915	Aug. 13 Aug. 20 1915	Report of Board was accompanied by a minority report signed by Mr. Brown. The employees signified their acceptance of the majority report. The Commissioners, however, refused to accept the majority report and a strike of the employees took place on November 2, 1915, which continued until November 23, 1915, when the employees returned to work substantially on the terms of the minority report.



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## B.—INDUSTRIES OTHER THAN MINES, AGENCIES OF TRANSPORTATION AND COMMUNICATION, AND OTHER PUBLIC UTILITIES.

Dec. 8 1914	J. D. McArthur and Co., Ltd., contractors, and workmen employed in the Edmonton, Dunvegan and British Columbia Railway Shops at West Edmonton, Alberta.	Employees...	Edmonton, Alberta.	127.....	Concerning reduction of wages.	Honourable Mr. Justice J. D. Hyndman, (c)3; O. M. Biggar, K.C., (E)1; Wm. MacAdams, (M)1.	May 20 1915	A unanimous report was presented by the Board in which it was stated that both parties had agreed to abide by the award. The dispute was accordingly settled.
Jan. 14 1915	J. D. McArthur and Co., Ltd., contractors, and employees, being train operatives on the Edmonton, Dunvegan and British Columbia Railway and the Alberta and Great Waterways Railway.	Employees...	Edmonton, Dunvegan, and British Columbia Railway and the Alberta and Great Waterways Railway.	.....	Concerning reduction of wages.	S. A. Dickson, (c)4; Mar. 16 O. M. Biggar, K.C., (E)1; D. Campbell, (M)1.	April 19 1915	A unanimous report was presented by the Board, recommending the restoration of the wages paid prior to the reduction of November 1, 1914. The award was accepted by both parties concerned.
May 28 1915	Ottawa Car Manufacturing Co., Ltd., and machinists, members of Lodge No. 412, International Association of Machinists.	Employees...	Ottawa, Ont.	100.....	Concerning wages and conditions of employment.	Hamnett P. Hill, (c)3; Geo. F. Henderson, K.C., (E)1; Jas. Simpson, (M)1.	June 17 1915	Report of Board was signed by all three members, Mr. Simpson dissenting on one point. The report was accompanied by an agreement entered into by both parties concerned.
Aug. 19 1915	Nova Scotia Steel and Coal Co., Ltd., and Eastern Car Co., Ltd., and employees engaged in the manufacture of munitions of war.	Employees...	New Glasgow and Trenton, N.S.	2,000.....	Concerning reduction of wages.	His Honour Judge Sept. 1 Emerson Coatsworth, (c)4; Col. B. A. Weston, (E)1; R. H. Murray, (M)1.	Sept. 27 1915	Prior to the application the employees had gone out on strike. Both parties were induced to refer their differences under Sec. 63 to a Board and the employees accordingly returned to work. The report of the Board was unanimous and disposed of all matters in dispute, an agreement having been previously signed making the decision of the Board binding upon both parties until the end of the war, or as long as the Companies were engaged on munitions work.







III.—APPLICATIONS RECEIVED FOR BOARDS OF CONCILIATION AND INVESTIGATION DURING THE FINANCIAL YEAR 1915-16 AND TEXT OF BOARD REPORTS.

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(For the information of Parliament and the public, the report and recommendation of the Board, and any minority report, shall, without delay, be published in the *Labour Gazette*, and be included in the Annual Report of the Department of Labour to the Governor-General.—Section 29 of the Industrial Disputes Investigation Act, 1907.)







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I.—APPLICATION FROM RAILWAY SHOPMEN EMPLOYED BY J. D. McARTHUR AND COMPANY, LIMITED, IN THE EDMONTON, DUNVEGAN AND BRITISH COLUMBIA RAILWAY SHOPS AT WEST EDMONTON, ALTA.—BOARD ESTABLISHED.—UNANIMOUS REPORT BY BOARD.—SETTLEMENT EFFECTED.

Application received—December 8, 1914.

Parties concerned—(1) Employers—J. D. McArthur and Company, Limited, contractors. (2) Employees—men employed in the Edmonton, Dunvegan and British Columbia Railway shops at West Edmonton, Alta.

Applicants—Employees.

Nature of industry concerned—Railway shop work.

Nature of dispute—Reduction of wages.

Number of employees affected—127.

\*Date of constitution of Board—January 4, 1915.

Membership of Board—The Honourable Mr. Justice J. D. Hyndman, Edmonton, Alta., chairman; Mr. O. M. Biggar, K.C., Edmonton, for employer; Mr. Wm. MacAdams, Edmonton, for employees. Chairman appointed on joint recommendation of other Board members.

Report received—May 20, 1915.

Result of inquiry—The Board presented a unanimous report, with recommendations for the settlement of the dispute. Early in the proceedings before the Board both parties had agreed to accept the award, and the matters in dispute were thus amicably settled.

TEXT OF BOARD'S REPORT.

In the matter of the Lemieux Act and in the matter of the dispute between the J. D. McArthur Company, Limited, and its employees, being shop employees.

The Board appointed under the above Act for the purpose of determining this dispute met on the 15th, 16th, 19th and 27th of February, and on the 6th and 10th of March, 1915, and a discussion proceeded between the members of the Board and the representatives of the parties with a view to reaching an agreement with regard to the question of wages. Progress was made in the direction of making such an agreement, and at the hearing on the 13th of March, 1915, the parties agreed in writing that they would abide by the findings of the Board. It was also agreed that two questions, namely:

(1) The question of whether or not the scale of pay awarded by the Board should refer back to the 2nd of November; and

(2) The question of whether or not overtime should be paid;

should be determined by the Board according as they should decide whether

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\*The constitution of the Board is regarded as dating from the appointment of the chairman under the seal of the Minister. Almost invariably, on the same date, under the practice followed, the documents incidental to procedure are mailed by the registrar to the chairman. Where the central point of the locality of the dispute is distant from the Capital by more than a few hours' journey the parties are notified by telegraph of the action taken.



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there had been a strike or a lock-out with respect to the first question, and with regard to the second question whether it was the usual practice for shop employees in the employ of railway construction companies to be paid overtime. The Board then held further hearings on the 18th and 19th of March and hearings were concluded on the 22nd of March, 1915.

On the question of whether or not the men voluntarily quitted work and walked out the evidence clearly establishes the fact that they did so. The minutes of their meeting held on the 8th day of November shows this conclusively, otherwise they would not have placed themselves on record by the motion they adopted of having committee an infraction of the provisions of the Lemieux Act. Hence it follows that the claim of the men that the rate of wages to be fixed by the Board should relate back to the 1st of November cannot very well be sustained.

As to the claim for overtime the evidence seems to us to be strongly in favour of the company's contention, viz.: that overtime is not as a rule paid on railways in course of construction. The only evidence in favour of the men was that of the witness Hawker who worked in Mackenzie & Mann's shops at North Battleford during construction of the Canadian Northern Railway. But he appears to have been the only workman in the shops at the time and we think this must be regarded in the light of a special case. The rest of the evidence seems to be entirely the other way. Then what in our opinion is a very important point is the fact that the men themselves have all along been working without any arrangement as to payment of overtime. If it had been the usual practice, would the men have overlooked the absence of it in their case for so long a period? We do not see, therefore, upon what grounds the Board would be justified in awarding overtime in the case before us.

There remains to be decided, therefore, only the fixing by the Board of what would be fair wages for the employees under all the circumstances. Both parties having submitted to the decision of the Board, we are of the opinion that the following schedule would be fair and reasonable to both sides to the dispute under all the circumstances, namely:

	Old rate per hour.	Deduct	New rate fixed by Board.
Boilermakers .....	48.5	10	43.5
Mechanists .....	47.	10	42.5
Thermals .....	30.	10	27.
Blacksmiths .....	47.	10	42.5
Painters .....	38.	10	34.
Carpenters .....	30.	10	27.
Pipe fitters.....	38.	10	34.5
Car repairers.....	27.	10	25.
Handymen.....	32.	10	28.5
Boilermaker's helper.....	30.	10	27.
Mechanist's helper.....	25.	..	25.
Blacksmith's helper.....	30.	16	25.
Pipe fitter's helper.....	20.	..	20.
Stationary firemen.....	\$65 per mo.	..	\$65

The Board, therefore, awards the rates of wages in the third column mentioned above, this scale to be taken to have been in effect and payment to be made according to it from the 1st day of February, 1915. This award is made on the understanding that when a final operating order has been obtained in respect of



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the line of railway in question the railway will concede a standard agreement covering the employees in question similar to the agreements in force on other operating railways in Edmonton at the time in question.

The Board has been particularly pleased to observe the good feeling that exists between W. R. Smith, the general manager of the company, and the employees, and places full reliance upon Mr. Smith's assurance that as a result of the dispute in question no discrimination will be exercised against the men who have been active in connection with this dispute.

(Sgd.) J. D. HYNDMAN,  
*Chairman.*

(Sgd.) O. M. BIGGAR,  
(Sgd.) WILLIAM MACADAMS.

To the Honourable,  
The Minister of Labour,  
Ottawa.



II.—APPLICATION FROM TRAIN OPERATIVES EMPLOYED BY J. D. McARTHUR AND COMPANY, LIMITED, ON THE EDMONTON, DUNVEGAN AND BRITISH COLUMBIA RAILWAY AND THE ALBERTA AND GREAT WATERWAYS RAILWAY.—BOARD ESTABLISHED.—UNANIMOUS REPORT BY BOARD.—SETTLEMENT EFFECTED.

Application received—January 14, 1915.

Parties concerned—(1) Employer—J. D. McArthur and Company, Limited, contractors. (2) Employees—train operatives employed on the Edmonton, Dunvegan and British Columbia Railway and the Alberta and Great Waterways Railway.

Applicants—Employees.

Nature of industry concerned—Railway train operatives.

Nature of dispute—Reduction of wages.

Number of employees affected—

Date of constitution of Board—March 16, 1915.

Membership of Board—Mr. Samuel A. Dickson, Edmonton, Alta., chairman; Mr. O. M. Biggar, K.C., Edmonton, for employer; Mr. D. Campbell, Winnipeg, Man., for employees. Chairman appointed by the Minister in absence of joint recommendation from other Board members.

Report received—April 19, 1915.

Result of inquiry—The Board presented a unanimous report recommending the restoration of the wages to the figures obtaining before reduction. The award was accepted by both parties, and the dispute was accordingly settled.

TEXT OF BOARD'S REPORT.

In the matter of the Industrial Disputes Investigation Act, 1907, and of a dispute between J. D. McArthur Company, Limited, and their employees, being train operatives.

The Board of Conciliation appointed with reference to this matter has the honour to report as follows:

The members of the Board met for the first time at the City of Edmonton on April 8, 1915, and after each member had taken the prescribed oath of office, proceeded to endeavour to effect an amicable settlement between the parties. For this purpose public meetings were held on April 8, 9, 10 and 12, at which the representatives of the company and the employees made representations and filed statements. Everything which it was thought might be of assistance in effecting an amicable settlement was heard by the Board. Unfortunately the Board was unable to bring the parties to any agreement, and on April 13 and 14 the members of the Board met to formulate its report.

The dispute between the parties has been caused by the reduction of the employees' wages by the company on November 1, 1914. The following table will



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show the wages paid to the various classes of employees since the commencement of construction up to the present time:

	Up to June, 1913	From June, 1913, to Nov. 1st, 1914	Since 1st Nov., 1914
Engineers.....	45c. per hour.	42½c. per hour.	35c. per hour.
Conductors.....	42c. " "	40c. " "	30c. " "
Firemen.....	28c. " "	26c. " "	23½c. " "
Brakemen.....	28½c. " "	26c. " "	22½c. " "

The employees submit that by reason of the fair wage clause embodied in the Construction Agreement between the Province of Alberta and the company they are entitled to receive the current rate of wages in the district, and if there is no settled current rate, then a fair and reasonable rate, and they claim that the rate of wages paid since November 1, 1914, is not the current rate nor a fair and reasonable rate. The employees further submit that the company by adopting prior to and in June, 1913, rates of pay which closely approximated the pay on the other lines of railway in this district and also that paid by Mackenzie, Mann & Company, Limited, which is a construction company, has itself established a current rate, and that nothing has since transpired to make any alteration in that current rate, and that for this reason they are quite within their rights in claiming that the rates fixed in June, 1913, which are less than the wages paid to similar operatives on other lines should be restored.

The company submits that the employees not being parties to the said Construction Agreement are precluded from insisting on any rights under it. However, Mr. Smith, for the company, stated that had it not been for the unforeseen financial stringency the company would be perfectly willing to pay the operatives the wages which had been fixed in June, 1913, but that owing to the impossibility of borrowing sufficient money, the roads would have to be built for a less amount than originally estimated and that for this reason it would be impossible to continue with the construction if the payment of the June, 1913, wages was insisted upon.

It would appear to the Board that the rate of wages paid to the operatives since June, 1913 (if not indeed the rate of pay at first established) must have been taken into account by the company when making its estimate of the cost of the construction of these roads, and the fact that since that time a financial stringency has intervened, should not of itself be sufficient to entitle the company to make a sweeping reduction of the wages as was done on November 1, 1914.

While the Board recognizes that a very unfortunate condition would be likely to arise both as regards the province at large and as regards the City of Edmonton, if the company, owing to financial difficulties should be compelled to discontinue construction, yet in spite of that it recommends that the company should restore the rates paid before the reduction of November 1, 1914, and while fully recognizing the financial difficulties which the company may be experiencing, it feels that some way should be found whereby this recommendation can be carried out.



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The members of the Board were very much impressed with the good feeling which appears to exist between Mr. W. R. Smith, the general manager of the company, and the operatives, and for this reason, if for no other, regret exceedingly that an amicable settlement could not have been arrived at.

All of which is respectfully submitted.

(Sgd.) S. A. DICKSON, *Chairman.*

(Sgd.) O. M. BIGGAR,  
*For the Company.*

(Sgd.) D. CAMPBELL,  
*For the Employees.*

Dated at Edmonton, April 14, 1915.

To the Honourable  
the Minister of Labour,  
Ottawa, Canada.



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III.—APPLICATION FROM ELECTRICAL WORKERS EMPLOYED BY THE CITY OF CALGARY, MEMBERS OF LOCAL NO. 348, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS. — BOARD ESTABLISHED.—UNANIMOUS REPORT BY BOARD.—SETTLEMENT EFFECTED.

Application received—March 9, 1915.

Parties concerned—(1) Employer—City of Calgary. (2) Employees—electrical workers employed by the Corporation of Calgary, being members of Local No. 348, International Brotherhood of Electrical Workers.

Applicants—Employees.

Nature of industry concerned—Electric light and power.

Nature of dispute—Wages and working agreement.

Number of employees affected—30.

Date of constitution of Board—April 2, 1915.

Membership of Board—Col. G. E. Sanders, Calgary, Alta., chairman; Mr. R. A. Brown, Calgary, for employer; Mr. John B. Pegg, Winnipeg, Man., for employees. Chairman appointed on joint recommendation of other Board members.

Report received—May 5, 1915.

Result of inquiry—The Board presented a unanimous report, accompanied by an agreement entered into between the parties concerned, this agreement to remain in force for one year from May 1, 1915, and thereafter until terminated by sixty days' notice from either party to the other.

TEXT OF BOARD'S REPORT.

The Honourable,  
The Minister of Labour,  
Ottawa.

In the matter of the Industrial Disputes Investigation Act, 1907, and in the matter of a dispute between the electrical workers of the City of Calgary and the Corporation of the City of Calgary.

SIR,—We, the undersigned members of the Board of Conciliation and Investigation, duly appointed by yourself to investigate the dispute between the above parties, have the honour to submit the following report:

The number of men affected by this dispute is, as far as the Board can ascertain, apparently 75 directly and 200 indirectly.

The chairman received his appointment together with the other documents constituting the Board on April 6. The two members, together with the parties to the reference, were then notified by letter to attend a meeting of the Board to be held at 2 p.m. of Tuesday, April 8. This meeting was duly held, but as it was then found that Mr. Pegg, one of the members, was absent from the city, the Board adjourned until such time as the chairman could get in touch with him and ensure his attendance. A discussion, however, took place with a view, if



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possible, of settling the dispute without further inquiry. It was unsuccessful. Each party to the reference was then asked to state in writing whether they would abide by the findings of the Board, and we are glad to say that both parties at the next meeting furnished an understanding (letters attached) to be bound by whatever decision the Board might come to. The representatives were also instructed to furnish proper credentials from those appointing them.

On April 9, in response to the chairman's wire to Winnipeg, Mr. Pegg replied that he would reach Calgary on April 12; accordingly a meeting was called for April 13, and further sessions were held on April 14, 15, 16, 17, 19, 20, 21, 22, 23, 24, 26, 27, 28 and 29.

The first subject in the dispute was that the city arbitrarily terminated the agreement between themselves and the electrical workers. The contention of the men that their old agreement stipulated that both parties should have met to decide as to their future relations appears to the Board correct. The city, however, having decided, on economic grounds, to reduce the wages of all employees, and the reduction having been accepted by all except the electricians, were not disposed to discuss with these men any terms unless they first agreed to the proposed reductions.

On the evidence adduced the Board found that had the two parties thoroughly gone into the matter the probabilities are no dispute would have arisen.

The second subject in the dispute was the consideration of a new agreement or the continuation of the old.

On this point the city was very insistent that there should be no agreement. The mayor and commissioners were called and gave evidence, their main contention being:

- (1) That entering into an agreement with any class of labour was not advisable for a municipality.
- (2) That it was unnecessary as the city was quite willing to make proper rules and working conditions.
- (3) That the citizens did not want their utilities unionized.
- (4) That they had no agreements with any other class of labour.

On the part of the electrical workers the principal arguments were:

- (1) That the city had already recognized them by their previous agreements.
- (2) The class of work they were performing was particularly hazardous and required carefully drawn up working conditions both in the interests of the employer as well as the employee.
- (3) That the city had agreements with other classes of labour.
- (4) That the old agreement had been terminated because they would not agree to the reduction of their wages, whereas they had always been willing to submit to a reduction provided they had been permitted a hearing on the subject before it was put into force.

After hearing much evidence and a full discussion on the part of the representatives of both sides, the Board decided that an agreement should be entered into and that it should not be with the union, but between the city and the electrical employees of the City of Calgary.

The Board, having thus decided, proceeded next to the consideration of a new agreement. A proposal by the chairman that the old agreement should remain in force was objected to by both parties and they each submitted drafts of agreements which they considered fair. The result was that an agreement



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had to be drawn up clause by clause, and hardly one clause passed without considerable discussion and much evidence being taken, as a consequence the sessions of the Board were prolonged to a much greater length than any of its members anticipated.

The attached agreement and wage scale the Board considers fair and just to both parties.

The third subject in the dispute reads as follows: "We protest against the reduction in salary of the electrical workers. We claim that the operation of this reduction discriminates against our members. We claim that the City of Calgary has locked out the electrical workers, and that such lockout is at present in force."

The representatives agreed to leave out that portion of their complaint referring to a lockout, consequently the matter was not referred to.

On Jan. 18, 1915, a special salaries committee, appointed by the City Council, brought in the following resolution:

"That the percentage of reduction of salaries be  $7\frac{1}{2}$  per cent from \$60.00 up to and including \$85.00; 10 per cent from \$90.00 to \$100.00 inclusive, and  $12\frac{1}{2}$  per cent from \$105.00 up to and including \$125.00.

"That there be a reduction of 15 per cent on the monthly salaries from \$130.00 to \$175.00 inclusive; 17 per cent from \$180.00 to \$205.00 inclusive; 18 per cent from \$210.00 to \$225.00; and 20 per cent from \$230.00 and above. This reduction to take effect from the first of the year, and that the commissioners are instructed in making the adjustments on the percentage basis herein named to see that this percentage basis does not effect any inequalities in regard to salaries."

It worked out as follows:

PRESENT SALARY		REDUCED SALARY	
Per month	Per year	Per month	Per year
\$ 50.00.....	\$ 600.00	\$ 50.00.....	\$ 600.00
55.00.....	660.00	55.00.....	660.00
$7\frac{1}{2}\%$			
60.00.....	720.00	55.50.....	666.00
62.50.....	750.00	57.81.....	693.75
65.00.....	780.00	60.12.....	721.50
67.50.....	810.00	62.44.....	749.25
70.00.....	840.00	64.75.....	777.00
72.50.....	870.00	67.06.....	804.75
75.00.....	900.00	69.37.....	832.50
77.50.....	930.00	71.69.....	860.25
80.00.....	960.00	74.00.....	888.00
82.50.....	990.00	76.31.....	915.75
85.00.....	1,020.00	78.62.....	943.50
87.50.....	1,050.00	80.94.....	971.25
10%			
90.00.....	1,080.00	81.00.....	972.00
92.50.....	1,110.00	83.25.....	999.00
95.00.....	1,140.00	85.50.....	1,026.00
97.50.....	1,170.00	87.75.....	1,053.00
100.00.....	1,200.00	90.00.....	1,080.00
$12\frac{1}{2}\%$			
105.00.....	1,260.00	91.87.....	1,102.50
110.00.....	1,320.00	96.25.....	1,155.00
115.00.....	1,380.00	100.62.....	1,207.50
120.00.....	1,440.00	105.00.....	1,260.00
125.00.....	1,500.00	109.37.....	1,312.50



PRESENT SALARY		REDUCED SALARY	
Per month	Per year	Per month	Per year
15%			
130.00.....	1,560.00	110.50.....	1,326.00
135.00.....	1,620.00	111.75.....	1,377.00
140.00.....	1,680.00	119.00.....	1,428.00
145.00.....	1,740.00	123.25.....	1,479.00
150.00.....	1,800.00	127.50.....	1,530.00
155.00.....	1,860.00	131.75.....	1,581.00
160.00.....	1,920.00	136.00.....	1,632.00
165.00.....	1,980.00	140.25.....	1,683.00
170.00.....	2,040.00	144.50.....	1,734.00
175.00.....	2,100.00	148.75.....	1,785.00
17%			
180.00.....	2,160.00	149.40.....	1,792.80
183.33.....	2,200.00	152.17.....	1,826.00
185.00.....	2,220.00	153.55.....	1,842.60
190.00.....	2,280.00	157.70.....	1,892.40
195.00.....	2,340.00	161.85.....	1,942.20
200.00.....	2,400.00	166.00.....	1,992.00
205.00.....	2,460.00	170.15.....	2,011.80
18%			
210.00.....	2,520.00	172.20.....	2,066.40
215.00.....	2,580.00	176.30.....	2,115.60
216.66.....	2,600.00	177.67.....	2,132.00
220.00.....	2,640.00	180.40.....	2,164.80
225.00.....	2,700.00	184.50.....	2,214.00
20%			
230.00.....	2,760.00	185.00.....	2,220.00
235.00.....	2,820.00	188.00.....	2,256.00
240.00.....	2,880.00	192.00.....	2,304.00
245.00.....	2,940.00	196.00.....	2,352.00
250.00.....	3,000.00	200.00.....	2,400.00
and over		Adjusted by Commissioners.	

This was adopted by the Council and put into force on Jan. 18.

The electrical workers opposed this scale of reduction on the following grounds:

- (1) Because there was no necessity to economize in their department, it being a city utility competing with a private company. This department has accumulated large surpluses and lately has reduced the price of light to the consumers.
- (2) By having a graduated cut in the wages it discriminated amongst themselves. For example, a man who was worth \$1.00 more than another under normal conditions might appear worth only 75 cents more under the cut. They would prefer, therefore, the same percentage of cut in all wages.
- (3) That the city has not made the reduction apply to all its employees, notably the steam engineers.
- (4) The reduction is excessive as compared with reductions made by Provincial Governments and other cities and towns on similar grounds.

On behalf of the city it was stated:

- (1) That all the city departments had to be considered as one and the employees of each had to be dealt with alike whether the department was revenue-producing or not.
- (2) That present conditions due to the war and other causes made it imperative for the city to make the reductions.
- (3) That all other employees had accepted the reductions.



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- (4) That they had done what they could to keep the men employed, and they expected them to acquiesce in the matter which they consider unavoidable.

This matter of the reduction of wages gave the Board much trouble to decide, mainly because they felt that all employees of the City of Calgary should receive the same treatment. The reduction in the salaries of the employees of the City of Calgary are undoubtedly greater than elsewhere, but the necessity of their being so we do not question as we received no evidence on that point. The Board decided, however, on the evidence adduced to make an alteration in the manner of reducing the wages of the electrical workers. This reduction follows closely the reductions to other city employees, and at the same time meets some of the reasonable objections advanced.

The finding of the Board in this matter is embodied in the wage scale which forms part of the attached agreement.

The above covers all the points in dispute, and in concluding this report the Board desires to state their appreciation of the manner in which both city officials and employees throughout the investigation evinced the greatest cordiality towards each other. In no instance were improper motives imputed by one side or the other.

We have the honour to be,

Sir,

Your obedient servants,

(Sgd.) G. E. SANDERS,  
*Chairman, Board of Conciliation.*

Members:

(Sgd.) R. A. BROWN,  
*Representing City.*

(Sgd.) JOHN B. PEGG,  
*Representing the Employees.*

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*Schedule of Rules and Conditions Governing Electrical Employees of the City of Calgary.*

This agreement made and entered into this first day of May, A.D. 1915, by and between the City Commissioners, together with the Electrical Department directly under their control, they to be known as the Party of the First Part, and hereinafter called the Commission, and the electrical employees of the City of Calgary, they to be known as the Party of the Second Part.

*Witnesseth:*

First. That, and in consideration of harmonious relations and settled conditions of employment with financial and personal relations mutually beneficial and the covenants and agreements hereinafter contained; the parties hereto do enter into and establish and agree to the following wage schedule and conditions of employment for a period of one year commencing May 1, A.D. 1915, and continuing in full force and effect after such period of time unless terminated by



60 days' notice in writing from either of the parties heretofore to the other, upon which the same shall be amended, cancelled or substituted as may be agreed upon by the parties heretofore.

Second. It is hereby agreed and understood that the electrical employees in the employ of the city are to receive the following wage conditions and terms of employment, and in return therefor are to render to the city honest and diligent service.

1. The following rules shall govern all employees in the City of Calgary engaged in the electrical trade, and all electrical work done by the city must be done by qualified electrical workers.

2. The city commissioners shall at all times receive a Grievance Committee from any department, provided they cannot get satisfaction from the departmental head.

3. The city agrees not to discriminate against any of its employees because of his connection with a trades organization.

4. (a) In these rules a foreman shall be an employee having the charge of four or more journeymen or twelve or more labourers.

(b) A sub-foreman shall be an employee having charge of less than four journeymen or twelve labourers.

(c) An employee having charge of a pole setting machine which takes the place of four or more linemen or twelve or more labourers shall be classed as a foreman.

(d) An employee shall not be classed or employed as a foreman or sub-foreman unless and until he shall have been engaged for at least four years in one or more branches of the electrical trade.

(e) A journeyman shall be an employee who shall have had at least four years' experience in one or more branches of the electrical trade.

(f) An apprentice shall be one who has worked at least three months' actual work at some branch of the electrical trade.

(g) Linemen shall have jurisdiction over all digging of holes, framing and erecting of poles, all stringing of overhead wires, hanging of all transformers, all arc lamps and fixtures, stringing of all aerial cable, wiring of all ornamental street lighting (except the lighting of subways and bridges), all temporary decorative streamers, all placing of fire alarm and police patrol boxes, and all overhead trolley work.

(h) All wires carrying a voltage of 650 volts or over shall be known and classified as high voltage wires.

5. Eight hours' work, from 8 a.m. till 12 noon and from 1 p.m. to 5 p.m., shall constitute a day's work.

6. (a) Work during any period of hours other than those mentioned in the preceding clause shall be considered as overtime, provided that maintenance men may work any nine consecutive hours out of 24 with one hour for lunch.

(b) Trouble men shall perform maintenance work and not be expected to do construction work. Trouble men working in excess of nine hours out of 24 hours shall be paid at the schedule rate of overtime.

(c) When it is desired to define what is meant by maintenance and construction in the preceding clause, reference shall be made to the distribution of accounts attached hereto. This will govern all electrical work done by the City of Calgary.

7. (a) The first five hours after the ordinary working hours, viz., between 5 p.m. and 10 p.m., shall be considered as being equivalent to one and one-half times the corresponding period of the ordinary working hours, and payment



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therefor shall be computed in that proportion on the basis of the wage schedule mentioned below.

(b) Maintenance men shall not be permitted to do construction work unless paid the regular wages for that class of work, and in the event of their being called upon to do construction work during hours that under this agreement would necessitate paying construction men overtime, they shall be paid overtime rates of construction men.

8. (a) Overtime other than that mentioned in the preceding sub-clause, viz., work commencing at or at any time after 10 p.m. up to 8 a.m., shall be considered as double time of the ordinary working hours, and payment therefor shall be computed in that proportion on the basis of the wage schedule mentioned below, with the omission of the time necessary for meals.

(b) In no case shall men receive payment for less than two hours' overtime (whatever be the actual period of work) for emergency calls between the hours of 5 p.m. and 8 a.m.

(c) All time worked on Sundays and Dominion holidays shall be considered as equivalent to double time of ordinary working hours and payment therefor shall be made accordingly.

(d) All men employed by the month shall be subject to reduction of wages for time lost.

9. All apprentices shall serve four years' actual work at the trade before they can be rated as journeymen. During the last twelve months of apprenticeship, apprentices shall be expected to do, if required, the same class of work as journeymen, provided, however, that they shall not be required to work on high voltage wires, except under supervision of journeymen linemen. The ratio of apprentices to journeymen in the electrical employ of the city shall be one apprentice to three journeymen, except in the case of inside wiremen and operators, when the ratio shall be one to one. The number of apprentices in any gang shall not exceed two unless warranted by a sufficient number of journeymen in that particular gang.

10. The journeymen in charge of service wagons shall receive sub-foreman's wages.

11. There shall be at least two journeymen working together when cutting through or making taps on high voltage wires, except on or in connection with a thawing or sanding machine.

12. In case of trouble on high voltage wires, at least two journeymen shall be sent out together to repair the trouble; provided, however, that one may be sent out alone to watch until another can be obtained.

13. Time of work on poles, timbers, bridges, towers or fixtures of an elevation of 90 feet or more from the point where such pole, timber, bridge, tower or fixture rests upon, is affixed to, or inserted into the ground, shall be considered equivalent to double the corresponding period of ordinary working hours, and payment therefor shall be made accordingly.

14. (a) All joining, splicing and connecting of lead covered cables shall be considered as belonging to and shall be done only by cable splicers, and all such work shall be done by cable splicers who are journeymen.

(b) The placing of flame proofing on cables shall be done under the supervision of a cable splicer, and in each case a cable splicer or his apprentice shall be present in the man-hole where the work is being done.

(c) A cable splicer shall not be required to work on cables where the difference in potential is over 300 volts between any conductor and the ground, unless assisted by another journeyman splicer.

(d) No cable splicer shall at any time be required or expected to work unless



attended by another cable splicer or a helper, except on service connection work, when he shall be permitted to work alone.

(e) All cable splicers' helpers on hole work shall be journeymen linemen, and those on other works shall have worked at least two years as apprentice.

15. (a) At least one journeyman lineman and one journeyman cable splicer shall be present and the journeyman cable splicer shall be in charge of all gangs hauling in or laying underground cables on all pole work and on all pot-head work on poles or buildings.

(b) Cable splicers' work shall terminate at pot-head either on or in buildings or on poles.

16. (a) All station, sub-station and transformer room wiring and installing of electrical apparatus therein shall be done by journeymen.

(b) Sub-station wiremen working in excess of eight hours out of 24 hours shall be paid at the schedule rate of overtime.

17. Inside wiremen shall do all wiring and installing of conduit for lights in all buildings including power houses and sub-stations, on or in all subways and bridges and in all recreation and playgrounds, either temporary or permanent, and repairs for same, wiring for all motors and erecting of same (except in power houses and sub-stations), wiring and repairs for all branch telephone exchange work, all wiring for lights, heating, bells and all repairs for same, and all channeling and cutting made necessary by the introduction of the foregoing.

18. All meters shall be installed by journeymen.

19. (a) In power houses and sub-stations, where there are three shifts, they shall be worked by what is known as a revolving watch, and in those stations where there is only one operator on a shift he shall not be permitted to do other than operating duties. Where there are only one or two shifts worked, any eight consecutive hours will constitute a day's work.

(b) No apprentice operator shall be allowed to take charge of any shift unless he has served at least three years at the trade.

(c) Any operator working over eight hours out of the twenty-four shall be paid for overtime at the schedule rates.

(d) Each relief operator shall have the same qualifications as the operator he relieves.

(e) The power house and sub-stations shall be classified as below:

Power house station (Victoria Park) .....	Class A.
7th St. sub-station (No. 1) .....	Class B.
Nos. 2, 3 and 4 sub-stations .....	Class C.

20. All monthly men shall receive one day off duty each week, and all monthly men having served continuously for one year shall receive two weeks' vacation on full pay of the ordinary time.

21. All line inspectors must be journeymen linemen.

22. All employees must be paid semi-monthly. Payment shall be made on or before the twenty-second day of each month for wages up to and including the fifteenth day of the current month, and shall be made on or before the seventh day of each month for wages due up to and including the last day of the preceding month, except monthly men who shall be paid not later than the second day of each month.

23. Nothing contained herein shall be construed as reducing or as an agreement to reduce the payment of an employee of the city now getting a higher rate of pay.



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*Wage Schedule.*

The wage schedule as set forth below shall govern the payment of all men working under this agreement. This scale of wages, however, shall be subject to a reduction of 7½ per cent on all whose full monthly salaries are \$90.00 or less and 10 per cent of all salaries in excess of \$90.00 per month. The reduction to remain in force one year from the date of this agreement unless in the meantime the city remove the reduction imposed on other city employees, in which case this reduction shall also cease.

Superintendent of construction.....	\$150.00 per month.
Superintendent of maintenance.....	150.00 per month.
Line foreman.....	5.25 per day.
Sub-foreman.....	5.00 per day.
Line inspector.....	5.00 per day.
Journeyman lineman.....	4.50 per day.
Apprentice lineman—1st year.....	3.00 per day.
2nd year.....	3.50 per day.
3rd year.....	4.00 per day.
Maintenance foreman.....	125.00 per month.
Maintenance sub-foreman.....	115.00 per month.
Journeyman, Light, Power and Traction Department maintenance (nine hour shift).....	105.00 per month.
Arc light trimmers.....	75.00 per month.
Foreman, Meter Repair Department.....	125.00 per month.
Journeyman Meter Repairer Department.....	150.00 per month.
Apprentice meter repairmen—	
1st year.....	75.00 per month.
2nd year.....	80.00 per month.
3rd year.....	90.00 per month.
Journeyman meter installer.....	105.00 per month.
Cable foreman.....	6.00 per day.
Cableman.....	5.50 per day.
Station wireman.....	4.50 per day.
or.....	115.00 per month.
Apprentice station wireman—	
1st year.....	75.00 per month.
2nd year.....	85.00 per month.
3rd year.....	95.00 per month.
Inside wireman.....	.60 per hour.
Inside wireman, apprentice—	
1st year.....	.25 per hour.
2nd year.....	.35 per hour.
3rd year.....	.45 per hour.
Chief wiring inspector.....	135.00 per month.
Wiring inspector.....	110.00 per month.
Groundmen working with line gangs.....	.40 per hour.
Operators (working in Class A station).....	100.00 per month.
Operators (working in Class B station).....	90.00 per month.
Operators (working in Class C station).....	80.00 per month.
Men in charge of police patrol and fire alarm.....	125.00 per month.
Fire alarm maintenance.....	100.00 per month.

*Distribution of Accounts, Materials and Labour Chargeable to Construction and Maintenance Accounts.*

## CONSTRUCTION.

No. 1—*Poles.*

Charge to this account all poles, cross-arms, cross-arm braces, lag screws and pins, when used in new construction; all labour in digging and setting poles; cost of the required tools; conveyance charge.

No. 2—*Overhead Lines.*

Charge to this account all insulators, tape, and all wire used on all running primaries and secondaries; also guy wire, guy clamps, anchor rods, slugs and other material, when used in new construction; all labour in connection therewith; cost of the required tools; conveyance charge.

No. 3—*Service.*

Charge to this account transformers, cut-outs, cut-out plugs, fuse wire, trans-



former oil, tape, solder, past required, wire and other material used in installing transformers; also all labour in connection therewith hanging transformers and half the cost of the necessary blocks and tackle, and required tools; conveyance charge.

No. 4—*House Connections.*

All wire run as light service, tape, knobs and screws, side blocks and insulators, nails, loom, tubes, meter screws, ladders and other necessary tools.

No. 5—*Power Connections.*

All wire run as power service, including the required material in making power connections, except meters and current transformers.

No. 6—*Meter Account, Lighting.*

All meters for lighting purposes, including current transformers.

No. 7—*Meter Account, Power.*

All meters for power purposes, including current transformers.

No. 8—*Meter Account, Flat Rate.*

Limit meters.

No. 9—*Street Lighting.*

All wire run as street lighting circuits, pins, insulators, side blocks, nails, screws, arc lamps, arc lamp cut-outs, arc lamp hangers, chain and locks, eye bolts, hooks, strain bolts, tungsten lamp hangers, etc., incandescent standards, fixtures and wiring, including globes, carbons, etc., to make complete installation.

No. 10—*Underground Construction.*

Charge all labour and material in laying ducts, man-holes, catch boxes, man-hole covers and other materials used in constructing underground conduit.

No. 11—*Underground Conductors.*

All underground wire run as primary or secondary; required tools for drawing in cable, wiping and insulating compounds, etc.; also labour pulling cable in.

No. 12—*Underground New Service.*

Charge to this account all transformers, cut-outs, fuse wire, wiping and insulating compounds, transformer oil, required wire and other material used in installing underground transformers; also all labour in connection therewith.

No. 13—*Underground Light Connections.*

All material required in laying duct or pipe wire.

No. 14—*Underground Power Connections.*

All material required in laying duct or pipe wire and all other material used in making power connections, not including transformers and meters.



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No. 15—*Sub-stations.*

All material and labour in completing sub-stations as a building; heating and plumbing.

No. 16—*Sub-station Equipment.*

Transformers, switch-boards and controlling devices to complete sub-station equipment.

## MAINTENANCE.

No. 20—*Maintenance to Poles.*

Charge to this account all labour and material used in changing and re-setting poles, replacing or repairing cross-arms, cross-arm braces, lag screws and pins, when used in repairing or altering construction lines; also cost of the required tools; conveyance charge.

No. 21—*Maintenance to Overhead Lines.*

Charge to this account all labour and material used in replacing wire, guy wire, guy clamps, anchor rods, slugs and other material used in repairing or altering construction lines; also cost of the required tools; conveyance charge.

No. 22—*Maintenance to New Services.*

Charge to this account the cost of transformers replacing others burned out, defective or removed for want of repairs, or for other reasons; replacing cut-outs, cut-out plugs, fuse wire, tape, transformer oil, and other or any material used in replacing transformers; also of the cost of troublemen's salary and conveyance charge; also labour in hanging transformers.

No. 23—*Maintenance to House Connections.*

All labour in connection with making light connections and installing meters and cutting out and removing meters, and conveyance, removing services, etc.; also cost of the troublemen's salary and conveyance charges; fuse plugs.

No. 24—*Maintenance Power Connections.*

All labour in making and cutting out power connections and power meters; conveyance charges; also of the cost of troublemen's salary and conveyance charges; fuse plugs.

No. 25—*Maintenance Meter Account, Lighting.*

Testing meters; Government.

No. 26—*Maintenance Meter Account, Power.*

Testing meters; Government.

No. 27—*Repairs to meters.*

Meter repair parts; other material; labour; adjusting limit meters; instruments; calibrating meters; labour.

No. 28—*Maintenance to Arc Lamps.*

Replacing arc lamps; arc lamp repairs; arc lamp carbons; arc lamp globes; renewals to chains and locks; renewals to fixtures; rubber gloves, rope, hooks, etc.; painting lamps and fixtures; also charges of the cost of arc trimmers' salary and conveyance charges.



No. 29—*Maintenance to Ornamental Magnetite Street Lighting.*

Replacing arc lamps; replacing arc lamp repairs; replacing arc lamp carbons; replacing arc lamp globes; renewals to standards, brackets and fixtures; painting standards, brackets and fixtures; rubber gloves, etc.; also charges of the cost of arc trimmers' salary and conveyance charges.

No. 30—*Maintenance to Tungstens.*

Lamp renewals, mica tips, lamp repairs, repairs to fixtures, painting standards and fixtures, etc.; also charges of the cost of arc trimmers' salary and conveyance charge.

No. 31—*Maintenance to Ornamental Tungsten Street Lighting.*

Lamp renewals, mica tips, lamp repairs, repairs to fixtures, standards, brackets, etc.; painting standards, etc.; also charge of the cost of arc trimmers' salary and conveyance charges.

No. 32—*Maintenance to Incandescent Street Lighting, Subways and Bridges, etc., etc.*

Lamp renewals, globes, cages, repairs to fixtures, painting fixtures, etc.; also charges of the cost of arc trimmers' salary and conveyance charge.

No. 33—*Maintenance to Underground Construction.*

All labour and material repairing underground construction.

No. 34—*Maintenance to Underground Conductors.*

All material and labour required in replacing and repairing underground conductors.

No. 35—*Maintenance to Underground New Services.*

All transformers replacing burned out transformers, or for other reasons; required material and labour.

No. 36—*Underground Light Connections.*

All labour in installing and cutting out meters and connections.

No. 37—*Underground Power Connections.*

All labour installing and cutting out meters and connections.

No. 38—*Maintenance to Sub-station Equipment.*

All material and labour in repairing sub-station equipment, unless otherwise provided for.

No. 39—*Maintenance to Sub-stations.*

All labour and material in repairing sub-stations.



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## INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS.

Local 348, Calgary, Alberta.

Sec. 348.

Labour Temple, Calgary,

Monday, April 12, 1915.

To the members of  
the Arbitration Board.

DEAR SIRS,—We, the Local Union 348 I. B. E. W., hereby bind ourselves to accept the decision of your Board.

(Sgd.) F. A. DUNN,  
*President.*

(Sgd.) J. C. ELLENDER,  
*Secretary.*

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CITY CLERK'S OFFICE,

Calgary, Can.,

April 13, 1915.

Col. Sanders, Police Headquarters, City.

DEAR SIR,—I beg to advise you that the City Council last evening, in considering the communication of E. G. Guinn and R. D. Wagner, representing the International Brotherhood of Electrical Workers, Local No. 348, in which it was requested that the city agree to be bound by the decision of the Board to arbitrate the difficulties which have arisen between the International Brotherhood of Electrical Workers, Local No. 348, and the City of Calgary, concurred in the request of Messrs. Guinn and Wagner, and instructed that I be authorized to forward the Council's action in this respect to the local committee.

I trust that the above action of Council, and as communicated in this letter, will meet with your approval.

Yours truly,

(Sgd.) J. M. MILLER,  
*City Clerk.*



IV.—APPLICATION FROM CERTAIN EMPLOYEES OF RAILWAY LINES OWNED OR CONTROLLED BY THE CANADIAN NORTHERN RAILWAY COMPANY, BEING MEMBERS RESPECTIVELY OF THE ORDER OF RAILWAY CONDUCTORS, THE BROTHERHOOD OF RAILROAD TRAINMEN AND THE ORDER OF RAILROAD TELEGRAPHERS.—NO BOARD ESTABLISHED.—SETTLEMENT EFFECTED BY NEGOTIATION.

Application received—April 16, 1915.

Parties concerned—(1) Employer—Canadian Northern Railway Company. (2) Employees—workmen employed on railway lines owned or controlled by the Canadian Northern Railway Company, namely, (a) Canadian Northern Ontario Railway, (b) Bay of Quinte Railway, (c) Brockville, Westport and North Western Railway, and being members respectively of the Order of Railway Conductors, the Brotherhood of Railroad Trainmen and the Order of Railroad Telegraphers.

Applicants—Employees.

Nature of industry concerned—Railway conductors, trainmen and telegraphers.

Nature of dispute—Wages and conditions of employment.

Number of employees affected—Directly, 300; indirectly, 4,000.

During procedure looking to the establishment of a Board of Conciliation and Investigation, the Department received word that direct negotiations had brought about a settlement of the dispute.



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V.—APPLICATION FROM EMPLOYEES OF CANADIAN NORTHERN RAILWAY COMPANY, BEING MEMBERS RESPECTIVELY OF THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS AND THE BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEMEN.—BOARD ESTABLISHED.—UNANIMOUS REPORT BY BOARD.—SETTLEMENT EFFECTED.

Application received—May 17, 1915.

Parties concerned—(1) Employer—Canadian Northern Railway Company. (2) Employees—workmen employed on the Eastern lines and merged lines of Canadian Northern Railway Company, including (a) Canadian Northern Ontario Railway, (b) Canadian Northern and Quebec Railway, (c) Quebec and Lake St. John Railway, (d) Halifax and South Western Railway, (e) Central Ontario Railway, (f) Bay of Quinte Railway, (g) Brockville, Westport and North Western Railway, and (h) Irondale, Bancroft and Ottawa Railway, and being members respectively of the Brotherhood of Locomotive Engineers and the Brotherhood of Locomotive Firemen and Enginemen.

Applicants—Employees.

Nature of industry concerned—Locomotive engineers and locomotive firemen and enginemen.

Nature of dispute—Employees' demand for western wage rates and working conditions.

Number of employees affected—Directly, 407; indirectly, 1,120.

Date of constitution of Board—June 21, 1915.

Membership of Board—His Honour Judge Emerson Coatsworth, Toronto, Ont., chairman; Mr. F. H. McGuigan, Toronto, for employer; Mr. D. Campbell, Winnipeg, Man., for employees. Chairman appointed by the Minister in the absence of a joint recommendation from other Board members.

Report received—October 22, 1915.

Result of inquiry—The Board presented a unanimous report accompanied by a proposed schedule of rules and rates of pay to be effective from November 1, 1915. The award was accepted by both parties.

TEXT OF BOARD'S REPORT.

TORONTO, October 22, A.D. 1915.

To the Hon. T. W. Crothers, K.C., M.P., Minister of Labour, Ottawa.

SIR,—

*Re* Industrial Disputes Investigation Act, 1907, and *re* differences between Canadian Northern Railway Company and employees on its Eastern lines, being members of the Brotherhood of Locomotive Engineers and members of the Brotherhood of Locomotive Firemen and Enginemen.

The Board of Conciliation herein beg to report as follows:

Immediately after the appointment of the Board in June, 1915, several preliminary meetings were held in Toronto, at which were present the chairman and



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Mr. McGuigan, Mr. David Campbell, the other member of the Board, not having arrived from Winnipeg.

The regular meetings of the Board with all the members present began on Wednesday, July 28, at 9 o'clock a.m., in No. 1 Court Room in the City Hall, Toronto, and several meetings were thereafter held going through the matters in dispute with a view to arranging for conciliation and ascertaining what the possibilities were in regard to a settlement between the parties.

On Tuesday, the third day of August, 1915, at 10 a.m., in the same place, the Board met for the purpose of proceeding with the consideration of the matters referred to them, in the presence of all parties.

The representatives for the company before the Board were: Messrs. D. B. Hanna, L. C. Fritch, A. J. Hills, W. A. Kingsland and J. Bain. The representatives of the men were: for the engineers, W. B. Best and Ash Kennedy; for the firemen, T. M. Spooner and E. Ball.

Before proceeding to take evidence the Board called upon the parties to endeavour to adjust their differences without any further meetings, and every effort was made on the part of the Board to bring the parties together with a view to a settlement, but it was found impossible to do so.

The Board thereupon proceeded to take statements from the parties on each side. It was decided to hold the meetings in private and that there would be no sworn statements but that the statements of all parties would be accepted as if sworn. A number of persons besides the representatives were present on each side to give evidence.

It was found that the matters in question between the parties were very important and complicated. It appears that the men and the company worked together under what are known as schedules, that is, printed rules and regulations and rates agreed on which are considered to be binding upon each side. One of these was filed as Exhibit "4," known as the "Engineers' Schedule" on the eastern lines.

The complaints made by the men were that while these schedules had been reasonably and fairly interpreted at the outset in 1912 and 1913 when they were first agreed upon respectively, yet in the course of the past year or more changes have been made in the interpretations, and rules which had been interpreted satisfactorily for a time were changed and in practically every case to the disadvantage of the men. Numerous instances were related by the men where some of the engineers and firemen on these lines had been at a very considerable loss in consequence of the restricted interpretations recently placed on the schedule with its rates.

After the men had given a large number of these cases, the representatives of the C.N.R. alleged that it would be impossible for them to meet the cases without having each particular instance put in writing and an opportunity given them to investigate the same. The Board, after consideration, believed this to be a reasonable request and consequently, on August 11, ordered that the men should put their whole cases in writing with all the complaints which they made so that the company might have an opportunity of investigating and answering the same, such statement to be put in at once and to be replied to by the company, and as soon as the reply was in the Board would resume its meetings and proceed with the matter.

The men's case and the company's reply were put in and an effort was made to proceed on September 13 but, owing to the absence of one of the mem-



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bers of the Board, it was found, after some meetings, impossible to go on then and an adjournment was made until October 7, when the Board resumed its sittings with the representatives, and has sat almost continuously since that date hearing and considering the above statements and the evidence of the parties in relation thereto.

The final result of the investigation by the Board was that it was found that many of the complaints of the men were well founded and that changes had been made in the interpretation of the schedule to their disadvantage, and that they had very many grievances in regard to the changes. The company's statement in reply to that of the men did not deny that changes had been made, but endeavoured to justify the company in re-interpreting the rules and rates, urging that their conclusions were justified by a reasonable reading of the schedule and should be confirmed by the Board.

The Board under all the circumstances, without judging between the parties as to whether or not the company's later interpretation of the schedule was correct, concluded that after interpretations (of these rules and rates) satisfactory to the men had been made and mutually understood for as long a period of time it was, to say the least, very inadvisable to make the changes which have produced so much friction and dissatisfaction among the men, as has occurred in this case.

The result, so far as the Board is concerned, is that they believe it would be unwise and unfair for them to expect the men to continue to work under schedules so unsatisfactory to them, and that while under other circumstances, modifications or alterations might have been made which would have met the views of all parties, in view of the disputes which have occurred there seems little possibility of continuing the old schedule. Therefore, the Board has decided to prepare a new schedule.

One of the many points which has provoked considerable discussion under the old schedule was that of dealing with men who were disciplined. While the Board is of the opinion that there was no deliberate intention on the part of the company to discipline its men unfairly, yet the men have been exceedingly discontented with the manner in which investigations of complaints against them have been had and claim that they have been disciplined without proper investigation. The Board, without desiring to lay down any hard and fast rules for future investigations, would recommend that hereafter the greatest possible consideration be shown to any man who has been charged with a fault and that he shall have every opportunity of putting in his side of the case at the investigation, which shall be fair and impartial and of such a character that the man against whom complaint is made will not be in any way taken unawares. The company contended that in many of these cases the men failed to follow up their schedule rights of appeal to higher officers.

Another matter which occasioned a good deal of discussion was as to whether or not what are known as the branch lines should be separately considered and special schedule provisions made in regard to them.

The Board, after the fullest consideration, and in view of the fact that under the Statute of Canada 4 and 5 George the Fifth, Chap. 20, all these lines are referred to as the Canadian Northern Railway System, cannot but feel that it would be improper and misleading to separate them by making different rules, and therefore the Board beg to say the lines under consideration are the following:



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Canadian Northern Ontario Railway.  
Canadian Northern Quebec Railway.  
Quebec and Lake St. John Railway.  
Halifax and South Western Railway.  
Central Ontario Railway.  
Bay of Quinte Railway.  
Brockville, Westport and North Western Railway.  
Irondale, Bancroft and Ottawa Railway.

When the question of wages or compensation was considered it was urged on behalf of the company that the men had agreed with the Vice-President, Mr. Hanna, some time ago, that no further change would be made in the men's pay until the road was linked up as a transcontinental road and in full operation. The men deny that any such agreement was made on their part, although they admit that it was mentioned by Mr. Hanna.

Some discussion has taken place as to whether the Parliamentary Special train now crossing the continent does not mean, as has been stated in the newspapers, the inauguration of the service over the through transcontinental route of the C.N.R. The manager, Mr. Fritch, assures the Board that such is not the case and it is not intended to mean that the line is going into operation as a transcontinental line.

In the result the Board has arrived at, probably it will be merely interesting to note the fact that this has been brought before it and the statements made on each side.

Among the statements made on behalf of the company was that a number of its engineers were earning upwards of \$150 a month and they produced the time slips to show that this was the case, and the company claimed that this amount was a very considerable wage and that the men could not reasonably ask for any higher rate of pay. The Board found, however, on an analysis of the time slips, that the men earning the highest monthly pay got it by working 12 to 15 hours a day, and the Board is unwilling to give effect to any argument that this rate of pay based on such long hours if worked regularly is to be considered as satisfactory.

Among the efforts that the Board made to bring about a settlement was a proposition made by the representative of the company on the Board that he would recommend the company to adopt the C.P.R. eastern rules with regard to all the lines above mentioned except the Halifax and South Western line, with a five per cent advance in pay to the main line enginemen, being the Canadian Northern Ontario Railway west of Montreal.

The Board regarded this as rather too complicated a proposition and unsatisfactory to a large proportion of the men, and made the counter-proposition that the C.P.R. rules should go into effect over the whole of the eastern lines with five per cent increase over all lines, and on this counter-proposition being made it was not only refused but the original proposition on behalf of the company was withdrawn.

It was also suggested that the C.N.R. might be willing to adopt the Grand Trunk Railway rates and schedule, but the men declined to have anything to do with this offer as the rules are entirely different and the rates of pay are lower than those prevailing on the C.N.R. Therefore the Board does not feel under such circumstances that the Grand Trunk Railway rates and schedules should be imposed upon the men of this company.



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The men, both engineers and firemen, have insistently throughout asked for the western rules and rates as existing now on the C.N.R. The company, on the other hand, have made no proposition except the two above named as to what they would be willing to do or in what way they would meet the men on their demand for the western rules and rates, except that the company has refused to assent to the western rules and rates.

The men have also requested that the schedules for the engineers and firemen be combined so as to form one schedule with proper rates as to each, and the Board looks upon this with favour and sees no reason in principle why it should not be done.

The Board has gone very carefully into the rules for the western parts of the road and the rules now in force and found that the differences, apart from the nine-hour day prevailing in the West—which is not asked for by the men here—are not very great. But such differences exist on the very points where the men have had trouble with the company in the East and the men say the reason they ask for the western rules is that those are well known and have been interpreted so that the men understand what they mean and there will be no trouble about them.

The Board finally decided upon the schedule which is attached hereto.

This schedule may not seem materially different from the present schedule under which the men have accumulated so many grievances, but it endeavours to correct the evils of which they complain, and uses, wherever there is any likelihood of dispute, very largely the language of the western schedule.

The following rules in the annexed schedule, namely:

Article 1, Clauses b, d and e,  
Article 11, Clauses a, b and c,  
Article 12, Clause a,

have all been agreed to as a compromise to secure a unanimous report on the understanding that they are to continue during the life of this schedule and are not to be considered a precedent in future schedule negotiations.

Under existing circumstances and conditions and after the fullest consideration, the Board is unable to see its way clear to recommend any increase in wages and rates at the present time except so far as the rules in the schedule hereto attached will affect the rates. Business at present is not of such a character as to justify any considerable increase, and probably it will be better on the whole to wait until in the near future the road becomes unquestionably a transcontinental road, when Mr. Hanna has promised to take up the matter of an increase with the men.

The Board recommends that the rules and rates in the schedule hereto attached go into effect on the first day of November, 1915.

All of which is respectfully submitted.

(Sgd.) E. COATSWORTH,  
*Chairman.*

(Sgd.) F. H. MCGUIGAN,  
*For the company.*

(Sgd.) D. CAMPBELL,  
*For the men.*



SCHEDULE.

*Rates of Pay and Rules Governing Service of Locomotive Engineers and Firemen on the following roads:*

Canadian Northern Ontario Railway; Canadian Northern Quebec Railway; Quebec and Lake St. John Railway; Halifax & South Western Railway; Central Ontario Railway; Bay of Quinte Railway; Brockville, Westport & North Western Railway; Irondale, Bancroft & Ottawa Railway.

	ENGINEERS.	
	SENIOR.	JUNIOR.
Passenger trains—Consolidation engines.....	\$4.07	\$3.74
Mogul, Atlantic, Pacific, 10 wheeler, 110 p.c. or over.....	3.90	3.57
Mogul, Atlantic, Pacific, 10 wheeler, 75 to 110 p.c.....	3.79	3.46
All other engines.....	3.74	3.35
Passenger trains, per 100 miles or per day of 10 hours, overtime <i>pro rata</i> .....		
Through freight and mixed train, per 100 miles, per day of 10 hours, overtime <i>pro rata</i>		
Consolidation engines.....	4.51	4.12
Mogul, Atlantic, Pacific, 10 wheeler, 110 p.c. or over.....	4.34	3.96
Mogul, Atlantic, Pacific, 10 wheeler, 75 to 110 p.c.....	4.23	3.85
All other engines.....	4.12	3.74
Way freight train, per 100 miles or per day of 10 hours, overtime <i>pro rata</i>		
Consolidation engines.....	4.84	4.45
Mogul, Atlantic, Pacific, 10 wheeler, 110 p.c. or over.....	4.67	4.29
Mogul, Atlantic, Pacific, 10 wheeler, 75 to 110 p.c.....	4.56	4.18
All other engines.....	4.51	4.12
Work trains, per 100 miles per day of 10 hours, overtime <i>pro rata</i> .		
Consolidation engines.....	4.18	3.79
Mogul, Atlantic, Pacific, 10 wheeler, 110 p.c. or over.....	4.01	3.63
Mogul, Atlantic, Pacific, 10 wheeler, 75 to 110 p.c.....	3.90	3.52
All other engines.....	3.79	3.41
Switching, per day of 10 hours or less.....	3.85	
Hostlers, per day of 12 hours or less.....	3.02	
Piloting, per 100 miles or 10 hours		
Engineers, rates as per class of engine		
Light running, freight rates.		

*Special Service.*

Engineers or firemen acting as pilots shall receive engineer's pay as per class of engine.

Deadheading on company's orders, 200 miles or less, minimum passenger rate actual mileage. Distance in excess of 200 miles, half minimum passenger rate.

Engineers and firemen will be paid 30 minutes preparatory time at schedule rates for getting engine ready before going out on run.

Watching and caring for engine, per hour:

Engineers.....	38c.
Firemen.....	23½c.



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On inquests or legal cases for the company, time will be allowed minimum day :

Engineers.....	\$3.80
Firemen.....	2.35

for each 24 hours or a portion thereof detained from duty. When such service is done on a day upon which regular work is also performed, payment will be made *pro rata* for time so occupied. When such service is done on a lay-off day, the full rate will be allowed. Expenses will be allowed at the rate of \$2.00 per each 24 hours away from home terminals. The court witness fees and mileage will be assigned to the company. Engineers and firemen so held assigned to regular runs will receive not less than their regular rate.

Rates for Firemen.

	SENIOR.	JUNIOR.
Passenger trains, per 100 miles, or per day of ten hours, overtime <i>pro rata</i>		
Consolidation engines.....	\$2.55	\$2.30
Mogul, Atlantic, Pacific, 10 wheeler, over 100 p.c.....	2.45	2.25
Mogul, Atlantic, Pacific, 10 wheeler, 75 p.c. to 110 p.c.....	2.35	2.15
All other engines.....	2.30	2.05
Freight, mixed and snow plow trains, per 100 miles, or per day of ten hours, overtime <i>pro rata</i> .		
Consolidation engines.....	2.75	2.55
Mogul, Atlantic, Pacific, 10 wheeler, over 110 p.c.....	2.60	2.40
Mogul, Atlantic, Pacific, 10 wheeler, 75 p.c. to 110 p.c.....	2.55	2.30
All other engines.....	2.50	2.25
Way freight trains, per 100 miles, or per day of ten hours, overtime <i>pro rata</i> .		
Consolidation engines.....	2.90	2.65
Mogul, Atlantic, Pacific, 10 wheeler, over 110 p.c.....	2.80	2.55
Mogul, Atlantic, Pacific, 10 wheeler, 75 p.c. to 110 p.c.....	2.70	2.40
All other engines.....	2.65	2.35
Work trains, per 100 miles, or per day of ten hours, overtime <i>pro rata</i> .		
Consolidation engines.....	2.65	2.40
Mogul, Atlantic, Pacific, 10 wheeler, over 110 p.c.....	2.50	2.30
Mogul, Atlantic, Pacific, 10 wheeler, 75 p.c. to 110 p.c.....	2.45	2.20
All other engines.....	2.35	2.15
Switching, per hour.....	.23½	
Watching and caring for engines, per hour.....	.23½	.20
Held for special service, if time lost ten hours to be allowed per day of 24 hours .	.23½	.20
Attending Court at company's request, if time lost ten hours to be allowed, per day of 24 hours.....	.23½	.20

ARTICLE 1.

(a) 100 miles or less, ten hours or less, to constitute one day, overtime *pro rata*.

(b) Detention and switching at terminals and turn-around points by road engineers and firemen will be paid on a basis of ten miles per hour, as per class of engine.

(c) A way freight rate will be paid at the rate of 25 cents for engineers and 25 cents for firemen, in addition to through freight rates. Engineers and firemen on trains which load or unload way freight en route will be paid for overtime at way freight rates, for time so occupied, but not in excess of way freight rates for full trip. Such time to be deducted in computing overtime. Way freight rates will be paid for the full trip if any of the following is done:

1. Load or unload way freights or company's material, at three or more points;



2. Load or unload way freight or company's material at two points and switch at three points.

3. Switch at four or more points.

This is not to be construed to apply to through trains setting out or picking up cars belonging to their trains.

(d) *Passenger service.* Terminal delay commences when train arrives at its initial terminal, as shown on time table. Outbound trains will be paid from the time due to leave shop track until departure of train. Inbound trains will be paid from time of arrival at station until 45 minutes after arrival on shop track. This in addition to actual road mileage made.

(e) *Freight service.* Road mileage commences and ends at the outer switch of terminal yard. Outbound trains will be paid from the time they leave shop track, or time called for, until arrival at outer switch. Inbound trains will be paid from time of arrival at outer switch until 45 minutes after arrival on shop track, in addition to actual road mileage made. Outer switch means the switch used in heading into yards.

(f) Home terminals mean the terminals designated by the company as the headquarters of engineers and firemen on various runs.

#### ARTICLE 2.

Engineers and firemen tied up between terminals will be paid full time whether engine is alive or dead, unless men are relieved and given transportation to terminal and deadhead mileage paid. Full time will be paid until dead-heading starts.

#### ARTICLE 3.

An engineer in charge of an engine ordered over any subdivision with which he is not familiar will be furnished with a competent man as pilot, in addition to engine crew, provided such subdivision is not under construction.

#### ARTICLE 4.

(a) Engineers will not be required to haul any cars when running light except water cars. Engineers will not be required to let engines in or out of shop track except when running light.

(b) Firemen will not be required to let engines in or out of shop track. This not to apply to engines for passenger trains or light engines.

#### ARTICLE 5.

Engineers and firemen in snow plough service will receive one day's pay for the first ten hours of each 24 so held. If held for less than ten hours they will be paid *pro rata* per hour. Tenders of all engines handling snow ploughs to be covered with tarpaulin, and all engines to be equipped with slide curtains on back board.

(b)) Engines pushing snow ploughs will not be required to haul trains, except necessary coal for supply for engines and cabooses, or boarding cars for men in charge of plough and clearing snow.

(c) Engineers running rotary snow ploughs will be paid a minimum day, per hour 50 cents.

(d) Firemen firing rotary snow ploughs will be paid a minimum day, per hour 30 cents.



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## ARTICLE 6.

Engineers and firemen taken off their trains between terminals for work train service and afterwards continuing their original trip will be paid at work train rates for the time engine was taken off train until trip is continued, such time to be deducted when computing overtime.

## ARTICLE 7.

Engineers and firemen taking engines out on trial trip will be paid 100 miles for such service, but must leave engine equipped for road service, and will be paid overtime if such time exceeds ten hours.

## ARTICLE 8.

Engineers and firemen responding to calls for trains which are afterwards cancelled will be paid 25 miles, but in case they are held under orders for a period exceeding two hours and thirty minutes they will be paid *pro rata* from the time ordered, and will stand first out except when 100 miles or ten hours have been made, when they will stand last out.

## ARTICLE 9.

Engineers and firemen will be paid actual mileage for doubling and not less than ten miles when ordered to double, or at regular doubling points, but doubling time to be deducted when computing overtime.

## ARTICLE 10.

Engineers and firemen shall lose no time if held for special service.

## ARTICLE 11.

(a) On short runs where the mileage of round trip is 50 miles or less, 100 miles and terminal switching will be paid, also overtime.

(b) All other short runs will be paid on the basis of 100 miles one way and mileage and terminal switching the other way, except in cases where overtime is made either way, when such overtime will be paid.

(c) It is understood that engineers and firemen on short runs or runs completed within 24 hours from the time first ordered for will be paid actual mileage and terminal switching. This to apply to continuous service.

## ARTICLE 12.

(a) After the expiration of 18 hours engineers and firemen on unassigned runs held away from home terminal will be paid minimum passenger rates for each hour up to ten hours, and after that the same rate for the last ten hours of each succeeding 24 hours so held. The 18 hours as above mentioned must be in excess of any time occupied in taking rest that was booked. This clause not to be operative if due to blockage, nor will it include Sundays.

(b) Engineers and firemen will not be required to make more than two turn arounds on any subdivision before being returned to their home terminal.



## ARTICLE 13.

No engineer or fireman will be disciplined, suspended or dismissed upon any charge without having a fair and impartial investigation, and his responsibility established. The investigation will be held and decision given within ten days from the time the report is rendered, at which hearing he shall have the right to be present during examination of all witnesses, and also he may have a committee, if he so desires, to appear with him, and shall have the right to appeal from that decision within five days, and will be furnished with a carbon copy of his evidence, if he so desires, and in case his suspension or dismissal is found to be unjust he shall be reinstated and be paid 100 miles per day for each 24 hours so held, at schedule rates covering service in which he was at the time employed for all time lost.

## ARTICLE 14.

Engineers' and firemen's time on work train will count from the time work train is ordered, ten hours or less to constitute one day, overtime *pro rata*, but will be allowed 30 minutes for getting engine ready. Engine crews in work train service, when laid up away from terminal points, will be paid one day for each day so held. When work trains are required to run to and from work mileage at freight rates will be allowed. Time so occupied not to be included in time paid for at work train rates. Engine crews going on work trains will be notified 24 hours previously so they can make the necessary preparations. Suitable sleeping quarters will be furnished crews, including mattresses, blankets and pillows. Engine crews will be allowed time for meals at a reasonable hour, and will be given transportation and allowed to go home Sundays, when such leave will not interfere with work service. Work trains will be manned by the youngest engineer or fireman on assigned engines, but the oldest man on freight may have same by applying, if he consider it a preference. Engine crews will be paid at least one hour per day when tied up away from terminals for repairs to engine. Where miles exceed the hours, miles will be paid.

## ARTICLE 15.

(a) Engineers and firemen will have the opportunity of having meals at a reasonable hour by previously advising despatcher.

(b) Engineers and firemen on switch engines will be allowed one hour for meals between 11.30 and 13.30 and between 23.30 and 1.30. If crews on switch engines are allowed off for meals later than 12.30 or 24.30 they will be allowed 45 minutes for meals and will be paid for one hour, and if required to work overtime or double shift crews will be allowed reasonable time for supper or breakfast, such time not to be included when computing overtime.

(c) Switch engineers and firemen will be allowed thirty minutes after arrival on shop track on completion of shift.

(d) Switch engineers and firemen required to work over eight miles outside of station will be paid at through freight rates and rules, as per letter and understanding with company.

## ARTICLE 16.

Engineers and firemen will not be required to leave terminal until they have had at least eight consecutive hours' rest, if requested; such request must be entered when booking in on register. Trains may be laid up between ter-



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minals for crews to obtain rest, after they have been 15 hours on duty, upon advice to train despatcher, but if despatcher will cut out all way work and switching, trains may be taken through to terminal. Engineers and firemen to be judge of their own condition.

#### ARTICLE 17.

Engines will be supplied with coal broken to a suitable size, water, sand, all firing tools, stores, oil and waste by round-house staff, but crews will see that engine is so provided. All lamps will be filled, cleaned and lit before the engine is turned out for night run, except switch engines. Engines running through terminal where round-house staff is employed, whether on round trip or over more than one subdivision, will have coal shovelled ahead and fire and ash pans cleaned by round-house staff when necessary. Engines will be supplied with water kegs and ice.

#### ARTICLE 18.

Engineers or firemen accepting positions in company's service or employed by their respective organizations will retain their rights on the seniority list.

#### ARTICLE 19.

When an engineer or fireman resigns or is dismissed he shall receive his pay and be given a service letter within five days, upon request, stating time of service and in what capacity employed.

#### ARTICLE 20.

Engineers will report time of firemen with their own, and when time is not allowed, as per time slip, the time slip or a copy thereof will be returned for correction. Road mileage will be computed on actual distance, as specified in Article 1. Sections D and E.

#### ARTICLE 21.

(a) Switch engines will be manned by the youngest man on spare board, but senior man may have same if he considers it preference, but must keep the same for the life of the time card, unless he can hold a regular road engine, or through a reduction of staff.

(b) Engineers or firemen being incapacitated in or as a result of service with the company so that they cannot perform road service will be given preference in yard service only in so far as their seniority will permit. In case of a temporary vacancy, switch engines will be manned by men first out on spare board.

#### ARTICLE 22.

Engineers and firemen will not be required to run tender first, except in cases of emergency; this not to apply to work or construction trains. Emergency to be defined as wrecks, engine failures or case of life or death. Enginemen refusing to back up, except as above specified, will not be considered as refusing duty.

#### ARTICLE 23.

Engineers and firemen will date on seniority list as follows:

(a) Hired men will stand on seniority list in relation to each other in the same order that they were engaged. The senior hired man will be placed on list



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on the day and hour first trip is commenced by himself or junior hired man, engagement to commence when man is first engaged and certificate of engagement issued, completion of examination not to be considered.

(b) Promoted men who pass first examination will stand on engineers' seniority list in relation to each other in the same order that they stood on the fireman's list. The senior promoted man will be placed on the engineer's or fireman's seniority list on the day and hour first trip is commenced by himself or junior promoted man, after order to promote has been issued by the chief mechanical officer.

(c) Hired or promoted engineers or firemen must send copy of first trip ticket properly certified to by locomotive foreman to master mechanic on their respective districts, and retain a copy themselves.

(d) During the month of January of each year seniority lists will be posted on which engineers and firemen will ascertain their standing and register complaints, if any. After three months no complaints will be recognized.

#### ARTICLE 24.

In case of meeting or conference being desired between the officials of the company and the committee of engineers or firemen, a written notice stating the nature of the matter to be considered will be forwarded to the master mechanic, who will, as early as possible, fix a date and time at which the conference may be held.

#### ARTICLE 25.

Engineers and firemen being incapacitated in or as a result of service with the company so that they cannot perform road or yard service will be given work as hostlers where practicable.

Hostlers will be allowed one hour for meals between the hours of 11.30 and 13.30 and 23.30 and 1.30. Vacancies for hostlers will be bulletined on regular bulletin board for a period of seven days. Where more than one hostler is employed they will work alternate weeks, day and night. Permanent hostlers now employed will retain their positions.

#### ARTICLE 26.

Engineers and firemen in freight service will run first in first out on their respective subdivisions. Engine crews assigned to regular run will be entitled to any engine placed on such run, except in cases of engine failure, when they will follow their own engine to terminal. Extra men will run first in first out. When a temporary vacancy occurs for over ten days in freight service, the oldest extra man will be entitled to it, for a less period the extra man catching it will retain it until the regular man returns. The oldest available engineer or fireman in freight service will fill a temporary vacancy in passenger service. Any man refusing the extra passenger work shall forfeit the same for the life of the time card. It is also understood that mixed trains are considered passenger trains, as per seniority.

#### ARTICLE 27.

No more engineers or firemen will be retained in the service than are necessary to handle the business with safety and despatch, master mechanic to decide after conference with committee of men.



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## ARTICLE 28.

The master mechanic after conference with the respective committees will decide which class of engine will be considered preference out of their respective stations.

## ARTICLE 29.

Engineers or firemen on regular assigned runs will not be compelled to run freight when their engine is ordered out for same, except when the time card or delayed train makes it necessary to run engine to the other end of subdivision to take opposite regular run. Engine crews who lose their regular run through interruption of traffic, or other causes, will follow their respective runs.

## ARTICLE 30.

Comfortable sleeping quarters, with wash rooms in connection, will be provided at terminals, supplied with sufficient mattresses, blankets and pillows, free of charge. Locomotive foremen will be held responsible for condition of same. Said sleeping quarters to be for the accommodation of engineers and firemen only.

## ARTICLE 31.

Any complaints made against engineers or firemen in work train service will not be sufficient cause for their removal until such report has been investigated by the representatives of the mechanical department; this to apply to men loaned temporarily to construction department.

## ARTICLE 32.

It must be understood that all passenger and mixed runs of 50 miles or over are assigned runs.

## ARTICLE 33.

(a) Engineers and firemen on assigned runs will be called between the hours of 20 o'clock and 9 o'clock.

(b) Engineers and firemen will be called two hours before departure of trains and sign call book, which will show leaving time of train, and will be on duty 45 minutes before departure time of train. This time to be used in getting engine ready and getting on train. Crews on regular runs will have engines ready to take out train on departure time; calling distance two miles or less from round-house.

## ARTICLE 34.

When engines are held in shop for six days or more for repairs, the engineer or fireman will be entitled to the youngest engineer's or fireman's assigned engine on that subdivision until their regular engine comes out. When an engine is held in shop a second time within the same year, for a period less than six days, the engineer or fireman will be entitled to the youngest engineer's or fireman's assigned engine on that subdivision at once, until their regular engine is returned to service.



## ARTICLE 35.

Engineers or firemen hired by construction department if transferred to operating department will hold date on seniority list from time of such transfer. Transfers from operating department to construction department will hold original date on seniority list.

## ARTICLE 36.

Engineers or firemen who are discharged and re-employed on return to duty within six months will hold their former rank, re-employed after six months will rank as new men, except in cases where by agreement senior rank is retained.

## ARTICLE 37.

All time card trains will be paid all time at terminals, as per Article 1, Clauses D and E.

## ARTICLE 38.

Engineers or firemen assigned to regular engines will be allowed to take their engine, if same is not returned in four days, provided engine was lost through booking rest, sickness, or suspension. No deadhead mileage to be paid in either case. Men will be returned to home terminal at once.

## ARTICLE 39.

Men assigned to regular runs of 100 miles or more, or to yard service, will not be considered on duty from time relieved at engine house until again required for their regular run or shift.

## ARTICLE 40.

At points where no hostlers are employed, engine crews will be paid five miles for turning or housing engine or both, and in lieu of preparatory time five miles for taking engine out.

## ARTICLE 41.

(a) Seniority rights will be recognized east of Port Arthur on their respective seniority districts.

(b) The senior engineer or fireman regularly assigned will have choice of run out of home station at change of time card, but in case of change and time card discontinuing their runs the men so affected will have the choice of any run not occupied by a senior man. When vacancies occur and new runs are created they shall be advertised, and the senior man applying for same must take and retain same.

## ARTICLE 42.

Storm windows will be kept on cab in cold weather. Also steam glands packed and kept tight. Cabs will be furnished with spring seats and suitable boxes for storing clothing, and equipped with back boards, slide curtains and side curtains. Engines to be inspected by shop force when covered with snow or frozen up if booked. Wedges to be set up on all engines, if booked, and squirt on all engines at all seasons, with sufficient hose to reach both ash pans. Brakes to be kept in good working order.



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## ARTICLE 43.

(a) All complaints made by engineers against firemen, or vice versa, must be made in writing. Verbal complaints will not be entertained.

(b) If suitable men are available one engineer will be hired to two firemen promoted.

## ARTICLE 44.

Firemen will not be required to take charge of more than two dead engines, and will be paid at freight rates for the larger engine of the two.

## ARTICLE 45.

(a) Men who have three years' experience firing locomotives or two and a half years' firing and six months' hostling will be eligible for promotion.

Firemen will be examined for promotion according to seniority on firemen's seniority list, and those passing the final examination will be given certificates of qualifications, and when promoted shall hold their same standing in relation to each other in the service to which assigned, except as per Clause D.

Examinations will not be held between September 30 and February 28 unless arranged by the company.

Eligible firemen will be examined as soon as possible after March 1 each year, and all eligible men will be required to commence writing up prior to September 1.

(b) As soon as a fireman is promoted he will be notified in writing, by the proper official of the company, of the date of his promotion.

(c) A fireman not examined in his proper turn according to seniority, through no fault of his own, will retain his original seniority rights as a fireman, if he passes his examination when called upon.

(d) A fireman failing to pass first examination for promotion will be given another examination in his turn, after 60 days, and within 120 days, if practicable, and if he passes the second examination he will retain the seniority rights as a fireman as per Clause A, excepting that he will be junior to those firemen who pass first examination, and were actually promoted during the interval.

(e) Firemen will not be considered as having failed in their examination for promotion until their papers have been passed upon by the proper officers of the company, and those who fail will have the privilege of appealing, providing appeal is made immediately in writing, stating the grounds for such appeal. When a fireman fails in his examination for promotion he will be advised in writing.

(f) A fireman failing to pass his second final examination for promotion will be placed on the foot of the fireman's seniority list or his services dispensed with, at the discretion of the company.

(g) When a man is first employed as a fireman he will be given the first progressive examination book, containing questions and answers on which he will be examined after one year in the service; after writing the first examination he will be given the second progressive examination book, containing questions and answers on which he will be examined after two years in the service; after writing his second progressive examination he will be given the third and final set of questions and answers.



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(h) Firemen will be permitted to write up all examination books at their home station, in so far as practicable. Oral examinations will also take place at home station if practicable.

(i) Examination books will be altered from time to time as conditions warrant.

(j) Firemen who have been regularly in passenger service for one year prior may fire an engine in freight service for one month, before being promoted, but will not lose any seniority standing thereby.

(k) Firemen who are set back on account of deduction and have not three years' actual experience as firemen when their turn comes for promotion may be required to complete their time as firemen before being started running, but will hold all seniority rights in regard to examinations and position on seniority list.

#### ARTICLE 46.

Firemen will be exempted from all cleaning of engines.

#### ARTICLE 47.

Above rates and accompanying schedule of engineer's and firemen's duties will not be changed, unless 30 days' notice be given.

(Sgd.) E. COATSWORTH,  
*Chairman.*

(Sgd.) F. H. MCGUIGAN,  
*For the company.*

(Sgd.) D. CAMPBELL,  
*For the men.*



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VI.—APPLICATION FROM ELECTRICAL WORKERS EMPLOYED BY THE TORONTO HYDRO ELECTRIC COMMISSION, MEMBERS OF LOCAL NO. 353, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS.—BOARD ESTABLISHED.—BOARD REPORT ACCOMPANIED BY MINORITY REPORT.—EMPLOYEES CEASE WORK.

Application received—May 26, 1915.

Parties concerned—(1) Employer—Toronto Hydro Electric Commission. (2) Employees—electrical workers, members of Local No. 353, International Brotherhood of Electrical Workers.

Applicants—Employees.

Nature of industry concerned—Electric light and power.

Nature of dispute—Wages and working conditions.

Number of employees affected—Directly, 175; indirectly, 25.

Date of constitution of Board—July 2, 1915.

Membership of Board—His Honour Judge Emerson Coatsworth, Toronto, Ont., chairman; Mr. F. Erichsen Brown, Toronto, for employer; Mr. Fred. Bancroft, Toronto, for employees. Chairman appointed by the Minister in the absence of a joint recommendation from other Board members.

Report received—August 13, 1915; a minority report was received August 20.

Result of inquiry—The Board's report was signed by the chairman and Mr. Bancroft; Mr. Brown presented a minority report. The majority report made recommendations for the settlement of the dispute, which were not acceptable to the employer. A strike was declared on November 2, 1915, and continued until November 23, 1915, when a conference was effected.

TEXT OF BOARD'S REPORT.

In the matter of the Industrial Disputes Investigation Act, 1907, and of a dispute between the Toronto Hydro Electric System, Employer, and its electrical workers, being members of Local No. 353, International Brotherhood of Electrical Workers, Employees.

To the Honourable T. W. Crothers, K.C., M.P., Minister of Labour, Ottawa, Ont.

The Board of Conciliation and Investigation appointed in relation to the differences between the employers and employees in this case met by appointment in No. 1 Court Room, City Hall, Toronto, Ont., on Monday, the fifth day of July, A.D. 1915, and continued in session thereafter on the 19th, 20th, 21st, 23rd, 24th, 26th, 27th, 28th, 29th, 30th and 31st days of July, and on the 9th, 10th and 11th days of August, A.D. 1915, all the meetings being held at the same place.

Each member of the Board was present at all the above sittings.

The representatives for the employers, the Toronto Hydro Electric System, before the Board, were Mr. H. H. Couzens, manager for the employer, and Mr. P. E. Hart, managing engineer.



The representatives for the employees were Messrs. James E. Curran and Murray Nicols.

The Board desires to acknowledge its indebtedness to Mr. Couzens and his staff for their readiness in supplying information and in assisting the Board in performing its duties so far as lay in their power, by giving the Board facilities for inspecting a number of the sub-stations and otherwise.

The same credit is to be given to Mr. Curran, Mr. Nicols and all their associates in supplying every information required by the Board and in every way facilitating its work.

The Board endeavoured as far as possible to bring about a friendly and reasonable understanding between the parties in the way of conciliation, but the respective views were so divergent that it was impossible to do so.

The evidence and arguments of both sides, and the exhibits filed by them, were duly heard and considered, and all points in contention between the parties weighed and discussed by the Board.

The Board desires to place on record the fact that apparently very friendly relations exist between the employer and the employees, and that was quite evident throughout all the sittings of the Board, although no agreement could be made.

The disputes seem to have originated in the following manner: About a year ago, in 1914, a Conciliation Board was formed between the same parties, consisting of His Honour Judge Colin G. Snider, of Hamilton, chairman, and Mr. Fred. Bancroft, of Toronto, a representative appointed on the recommendation of the employees, and Mr. F. W. Wegenast, of Toronto, appointed on the recommendation of the commissioners. This Board, after full consideration of the matters then in dispute, made its report, dated at Hamilton, June 13, 1914, and signed by C. G. Snider, chairman, and Fred. Bancroft, for the employees, and apparently the said report went into effect and was acted upon by the parties for the time being.

The said report provided that the schedule of wages and conditions therein named should go into effect on the first of May, 1914, and continue in force after the expiration of such time until either employer or employee should give 30 days' notice in writing to the other of them of termination thereof.

The schedule of wages and conditions specified in the said report are as follows:

1. Nine (9) hours shall constitute a day's work. From 7 a.m. to 12 noon and 1 p.m. to 5 p.m., except wiremen's and metermen's, whose hours shall be as at present.

2. All employees included in this submission shall have the following holidays: New Year's Day, Good Friday, Twenty-fourth of May, First of July, Labour Day, Civic Holiday, Thangsgiving Day and Christmas, and every alternate Saturday afternoon off with pay unless otherwise set out hereinafter.

3. The first five (5) hours' overtime worked between 5 p.m. and 10 p.m. shall be computed at the rate of time and one half of standard rate, additional overtime or overtime starting at 10 p.m. or later and before 5 a.m. shall be computed at the rate of double time of the standard rate, and shall continue (except for intermission for meals) until employee is relieved from duty, and if commencing at 5 a.m. or later and before 7 a.m. double time up to 7 a.m. All time worked on Sundays or holidays and on Saturday afternoon off to be computed at the rate of double time of the standard rate. All monthly men shall have two weeks' holidays with pay each year.

4. All lines carrying a voltage of over 650 volts shall be classed as high voltage lines.



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5. When work is to be done on high voltage lines, not less than two journeymen are to be assigned to the job.

6. In case of trouble on high voltage lines not less than two journeymen must be sent out to repair the trouble with any necessary assistance.

7. That at all times the Commission shall receive a grievance committee from any department. It is also agreed that the business agent of the local or a general officer of the organization may be a member of the men's committee.

8. Any employee who may be suspended for any cause whatever, and who after investigation is found not guilty of the offence for which he was suspended, shall be reinstated to his former position and be paid full wages for all lost time, from date of discharge or suspension to date of reinstatement.

9. A journeyman shall mean an employee who has had three years of experience in one or all branches of the electrical trade.

10. Apprentice shall mean an employee engaged in learning the trade of a lineman, trolleyman, mechanic, wireman, meterman or operator, and who has had less than three years at such trade.

11. Men acting as temporary foremen shall receive foremen's rate of pay for the period for which they are so acting.

12. Seniority, other qualifications being equal, shall be the ground of promotion in the service.

13. The Commission shall not discriminate against union men.

14. All men employed in the electrical trade under supervision of the Commission are to be given a thorough instruction in the use of the pulmotor; also instructions in first aid, the instructions to be given in the Commission's time by a competent instructor. A work order will be issued to cover these instructions to line gangs. If the employer desires to give instructions in the evening, the men shall attend on being notified and shall receive standard pay for the time occupied in receiving the instructions.

15. All gangs and departments to be provided with a first aid kit.

16. Where a helper is required on live work an apprentice and not a labourer shall be assigned, unless herein otherwise provided.

17. Patrolmen and repair men shall receive two weeks' holidays once a year with pay.

18. A suitable covering for wagons and automobiles will be arranged for protection in rough weather for all truck drivers and chauffeurs, troublemen, patrol and repair men.

19. One relief operator in addition to the one now employed shall be added in order to give each operator as nearly one shift off per week as can thereby be done.

20. Each relief operator must be in the same class as the operator he relieves.

21. No station operator, electrical mechanic, inside wireman, meter installer or station men shall be expected to work on five hundred volts, or over, live work or heavy dead work without sufficient assistance and proper precautions against danger, and where required to work on voltages of over 650 volts the general terms of this agreement as outlined above in regard to voltages will be maintained.



22. Trouble truck drivers, who have been one year in the service of the employer, will receive two weeks' holidays once a year with pay, and will work in shifts of eight hours, seven days a week.
23. All present conditions not herein provided for shall continue as heretofore.
24. Nothing herein contained shall be construed to reduce the pay of any employee now receiving a higher rate of pay for work classified below.
25. Mr. Frank W. Wegenast, the representative of the employer on the Board, does not agree with the undersigned members of the Board, and does not therefore join in this report.

WAGE SCHEDULE

	PER HOUR.	PER MONTH.
Foreman lineman.....	.....	\$165.00
Foreman trouble department.....	.....	110.00
Sub-foreman.....	.....	95.00
Journeyman lineman and trolley-man.....	40c.	
Journeyman mechanic.....	43c.	
Journeyman wireman.....	41c.	
Journeyman cableman.....	43c.	
Cableman's helper.....	28c.	
Journeyman meter installer.....	.....	75.00
Journeyman troubleman.....	.....	100.00
Journeyman first operator.....	.....	90.00
Other operators to receive three per cent increase.	.....	
Patrolmen and repairmen.....	.....	83.00
	Per Week.	
Trouble truck driver.....	\$16.00	
Drivers.....	16.00	
	Per Hour.	
Groundsman.....	26c.	

	1ST YEAR per hour.	2ND YEAR per hour.	3RD YEAR per hour.
APPRENTICES:—			
Line and trolley men.....	30c.	31c.	36c.
Mechanics.....	27c.	32c.	35c.
Wiremen.....	20c.	25c.	28c.
	per month.	per month.	per month.
Metermen.....	\$55	\$60	\$70
Meter readers, minimum rate.....	\$50		

Towards the end of the year 1914 it was alleged that the employers, without consulting the employees, began to make changes in the working schedule to the disadvantage of the employees, and an uneasy feeling prevailed and continued for some time until the early part of the year 1915, when, after some negotiations in an endeavour to settle the matters in dispute—the employees claiming that the time was running against them and they were under compulsion to do so—gave notice terminating the operation of the award on the 30th of April,



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1915. About the same time, the employees submitted to the employer an agreement for consideration, containing, substantially, the terms and conditions of the above award as set out, with some few changes and with an increased scale of wages. This was rejected by the employers, who, on their part, submitted a certain document or notice to the employees, dated the 12th of May, 1915, under which they claimed the employees would have to work hereafter. Apparently it was intended by the employers to recognize the award as still in force, but varied and modified by their notice of the 12th of May, which effected very marked and considerable changes in the terms of the award from the way they had been read and interpreted before.

As the parties were unable to agree, representatives from each side were appointed and a chairman appointed by the Government, and the sittings began to be held for the purpose of determining the questions in dispute and in an endeavour to conciliate the differences.

Each of the parties claimed that while, generally speaking, the terms of the award were satisfactory, there should be some important changes made therein before it would be satisfactory to the parties respectively. Evidence was directed towards satisfying the Board that grievances on each side existed as against the above schedule of working conditions, in order to endeavour to satisfy the Board that changes should be made therein.

One of the first questions raised, and an important one by the employers, was that the time specified in the award being one year was too short, and after hearing the case made out by the employers for a longer term and what was stated in response thereto by the employees, the Board have concluded that it would be inequitable to both parties to make the award existent merely for one year, and consequently recommend that this award be binding for three (3) years from the 1st of May, A.D. 1915, and may be terminated by either party at the end of three years on giving one clear month's notice in writing, and if not so terminated shall continue from year to year and be terminable at the end of any year on the 30th of April in any year by either party on giving to the other party one month's notice in writing of such termination.

The Board after fully considering the allegations against the award of 1914 on both sides, have arrived at the conclusion that no case has been made out by either party to change any of the working conditions in clauses No. 1 to No. 24 in the said award, and therefore they recommend that the same be adopted accordingly for the term of three years as above specified.

A great deal of evidence was heard by the Board on the question of whether there should be one or two operators in a sub-station: that is to say, an operator and an assistant. This point is not covered by the said award, because at the time the award was made no question had arisen in regard to this, as there were then two operators at each station, consequently it did not become necessary to make any report thereon, and this Board therefore heard the evidence of both sides at very considerable length and examined personally, themselves, the sub-stations. There were two questions to be considered: First, whether there was or was not too much work at any one of these stations for one man to do, and, secondly, whether, apart entirely from the question of the quantity of work, it was safe to permit a sub-station to be manned by only one operator when he is there. The dangerous character of the machinery and the fact that the sub-stations are kept locked up at all times, and operators are working there on shifts of eight hours each, and a man might therefore be several hours alone without being seen or called upon by any person. There are two or three temporary sub-stations, such as Withrow Park, etc., to which these questions do not refer, as it was agreed no extra operator was required at these places, but



as to the main sub-stations, the evidence was very conflicting. There is positive evidence that it is not safe for a man to be there alone for so long a time, and there was equally positive evidence that it was quite safe for him to be there alone all the time, and there was other evidence that it was a matter for decision in each particular case as to whether or not it was safe for a man to be there alone. The Board, after having viewed the sub-stations and realized to some extent the dangers under which the men worked, and realizing that in any event where it is a debatable point the lives and safety of the men ought to take precedence, decided to recommend that there should be an assistant to the operator at each of these sub-stations: this, however, not to apply to the three small temporary sub-stations at Withrow Park, etc.

One of the important questions to be considered was that of a request for an increase in pay to the men. Schedules were presented showing the rates of pay the men were obtaining at the present time, and after an analysis of a number of these schedules it would seem that the average pay is in the neighbourhood of \$17 or \$18 per week, after making an allowance for lost time, and the question therefore is as to whether that is sufficient compensation for these men.

The Board had to determine as to what elements should enter into their consideration in deciding the question of pay, and they concluded that the cost of living—although not the only matter they looked into—is the primary basis of wages, and that an enterprise of the character of the Toronto Hydro Electric System should have its calculations so made and its estimates so arranged that provision should be made for reasonable and moderate living expenses for all its employees.

The Board received a very considerable amount of evidence, both written, printed and verbal, with regard to the cost of living, and with every desire to make it as reasonable as possible, in view of the complex conditions which exist in Toronto at the present time, taking a mechanic with an average family of, say a wife and three children, it would appear that to keep him in a reasonable condition of life, suitable to his position, that it would cost probably \$90.00 per month without making any allowance for lost time, etc. This would be an average of about, in round figures, \$22.50 per week. If, therefore, the Board is right in basing its calculation of the wages which a man ought to get upon the actual cost of living, then the wages should average \$22.50 per week instead of \$17.00 per week as at present.

It was strongly contended on behalf of the Toronto Hydro Electric System that they could not possibly raise the wages, in view of the reduction of business and the keen competition, etc., they would be unable to entertain for one moment the proposition of paying any increased wages.

In this connection, however, the fact must not be overlooked that willingly or unwillingly the Toronto Hydro Electric System has reduced its rates to the people of Toronto, and thereby reduced its income to the extent of \$250,000.00 a year. This being correct, and it was the statement of the manager himself, then surely if an enterprise is so profitable as to be able to make this enormous reduction it is quite profitable enough to pay living wages to the men who operate the system, and we have no hesitation therefore in stating if these were normal times we would recommend at once an increase of ten per cent (10%) in wages to the men.

The Board feels that they cannot entirely overlook business conditions at the present time, and while they have no hesitation whatever in deciding that the wages of the employees in this work should be increased by at least ten per cent, out of deference to the strained conditions which prevail at the present time



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and which are likely to continue at least for some time to come, recommend that this increase be made to commence from the 1st day of May, 1916.

There were some inequalities of pay which ought to be remedied. For example: there were two foremen who, under the award of last year, by misunderstanding actually sustained a reduction of pay instead of an increase. This should be remedied, but we are not prepared to recommend that these foremen be kept so much in advance of other foremen all the time, but to be put, when the present increase takes effect, on the same footing as the others, and in the meantime that they shall be paid what they have actually been losing since the last award, up till and including the time that the raise comes into effect, when their wages shall be put on the same basis as the other foremen.

It is recommended that the rates of pay to the men during the first year of the said three year term be the rates set out in the schedule of the said 1914 award as modified herein in the case of those whose wages were by the said award inadvertently reduced.

All of which is respectfully submitted.

Dated at Toronto, Ont., this 12th day of August, A.D. 1915.

(Sgd.) E. COATSWORTH,  
*Chairman.*

(Sgd.) FRED. BANCROFT,  
*For the Employees.*

I wholly disagree with the above and shall put in a minority report.

(Sgd.) F. ERICHSEN BROWN,  
*For the Employer.*

#### TEXT OF MINORITY REPORT.

In the matter of the Industrial Disputes Investigation Act, 1907, and of a dispute between "The Toronto Electric Commissioners" and their Electrical Workers.

To the Honourable T. W. Crothers, K.C., Minister of Labour, and to Emerson Coatsworth, Esq., Chairman.

#### *The Minority Report.*

I cannot agree with the majority report of the Board of Conciliation and Investigation of 1915 because it adopts and perpetuates the award of 1914, grants an increase in rates of wages which is absolutely unwarranted, contains conclusions and findings which in my opinion are contrary to the evidence and weight of evidence and is founded upon false premises as appears later.

Subsequent to the Hydro award of 1914 the men accepted lower wages and worse conditions from the System's commercial competitor, yet the majority report apparently ignores this fact and grants a further increase, thus condoning and intensifying the discrimination against the System.

The wholesale adoption by the majority report of the award of 1914 could only be explained in the face of the evidence adduced before us, upon the hypothesis that the award represented a proper base-line. If it did, then one



party to these proceedings would have everything to gain and nothing to lose. Such a theory would be pernicious in the extreme.

The line of least resistance for me would be to adopt the award of 1914 and grant some slight increase in the rates of wages, but in my opinion that would be avoiding the real issues involved in this dispute and ignoring the bulk of evidence upon which I must base my conclusions. To present the matter more clearly, the majority report involves for a period of three years the wholesale adoption of the award of 1914, a general wage increase of 10 per cent after the expiration of one year from the 1st of May, 1915, and the recommendation that there should be assistant operators in all but three of the sub-stations, together with one or two minor recommendations. My reasons for not accepting these stipulations I give in order.

#### *The Award of 1914.*

My objections to the 1914 award are as follows:

- (1) It was a compromise, a *modus vivendi*, accepted by the Commissioners in a desire to bring about harmony and in the belief that the concessions which it involves (though recognized in many respects to be objectionable) would lead to a lasting peace between the commissioners and the employees.
- (2) The working out of the 1914 award during the last year has proved that it was not a satisfactory and lasting settlement on a fair basis of the issues between the commissioners and the employees and that the commissioners' objections were well founded.
- (3) It failed to meet abnormal business conditions. When these abnormal business conditions arose as the result of the war and the commissioners endeavoured to meet them, they were immediately charged with breaking the award, notwithstanding that they were continuing to adhere strictly to the spirit of the award.
- (4) It renders abortive the principle found in all employments that an employee must be actually giving something for holidays with pay and other privileges—the return is usually a reasonable amount of overtime without pay.
- (5) As shown from the evidence, it involved many conditions which could not properly be accepted by the commissioners except by way of compromise and conditions which savoured of downright interference.
- (6) It constituted gross discrimination against the Hydro, a publicly owned institution, as compared with its commercial competitor.

#### *The Wages Increase.*

I hold just as strong a view in the matter of the increase in the rates of wages recommended in the majority report.

The information handed in at the investigation and which was not refuted shows that the commissioners now pay substantially higher wages than their commercial competitor and the increases in rates already effected since 1912 have been vastly greater than the increase in the cost of living since that date as deducted from the reports of the Department of Labour.



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While I quite agree that any and every business which is profitable should pay living wages to its employees, that principle has no application to a business which is paying the wages now in force on the Hydro.

In the majority report the statement is made: "If an enterprise is so profitable as to be able to make this enormous reduction, it is quite profitable enough to pay living wages to the men who operate the System." The only inference that can be drawn from this is that the members of the Board who made the majority report are of the opinion that "\$17.00 or \$18.00 per week" or, in other words, upwards of \$900 per year is not a living wage. With this statement I cannot agree. The majority report further finds that the average mechanic's family of five, in the City of Toronto, would require \$22.50 per week as a living wage. A deduction from the statistics of the Department of Labour which has recently been made shows that the typical Toronto family of five would require in June, 1912, about \$14.00 per week and in June, 1915, about \$13.00 to \$14.00 per week and that the weekly average cost of living for the typical family in 1912 was under \$14.00 and in 1913 and 1914 slightly over \$14.00. From these figures we can only come to the one conclusion, and that is, that the cost of living to-day for the average typical family is less than it was in 1914 and very considerably less than it was in 1912; whereas the increase in the *average* wage paid to the men coming within the scope of the awards has been over 11 per cent in the same period. In the case of linemen it was shown that the increase was equal to nearly 30 per cent within the same period.

The majority report states that "The Board . . . concluded that the cost of living . . . is the primary basis of wages," and therefore as the increase in the rates of wages of the Hydro in the past has been out of all proportion with the increase in the cost of living, the conclusion found in the majority report falls hopelessly to the ground.

Let me give but another quotation from the majority report: "If, therefore, the Board is right in basing its calculations of the wages which a man ought to get upon the actual cost of living, then the wages should average \$22.50 per week instead of \$17.00 per week as at present." In that statement it was not the acceptance of the principle which should have been conditioned, but the finding that \$22.50 represented the actual cost of living.

Amongst all the evidence submitted to the Board was only one isolated statement prepared by the men at the suggestion of the chairman showing that the average cost of living for a family of five should be \$22.50 per week. In my opinion the Board erred in coming to so momentous a decision from one isolated case.

I would ask you to consider the far-reaching effect of the adoption by the commissioners of this majority report containing such a deduction from such premises, the effect not only upon the other branches of the Hydro Electric System but in all other industries.

Can you expect me to agree with a report which sets down the average cost of living for a typical Toronto family of five at \$22.50 when as has been shown the reliable statistics sets it down at about \$14.00?

If the average wage now is \$17.00, and a lineman now receives \$21.60 per week, then with an average rate of \$22.50, a lineman should receive \$28.32 or \$1,400.00 per year, and so on *ad nauseam*.

Nor can I overlook the fact that it was repeatedly urged upon this investigation that the previous award be used as a precedent. The 1915 Board adopts that principle when it accepts as part of its report the 1914 award. I cannot agree with either of those positions.



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The application of strict business principles would require the rates of wages on the Toronto Hydro Electric System, a municipally owned undertaking, to be the same as those upon a private enterprise with which it is in competition. If the men are willing to accept the lesser rates of wages paid by the private enterprise, why should they discriminate against the public enterprise? Why should a Board of Investigation support that discrimination? If higher wages are already paid, why should still higher wages be demanded and why should those higher wages be recommended by another Board of Investigation?

Although the rates of wages might logically be reduced, I am prepared to recommend an increase along the lines hereinafter mentioned. I do this coupled with certain compensating alterations in some of the conditions. I do so having in mind the declared intention of the commissioners to adopt a generous rather than close treatment of their employees, and having in mind also that in a publicly owned enterprise the rates of wages and conditions should be as favourable as the circumstances permit, but having in mind most of all the establishment of such a relationship between the commissioners and the employees as will work for a lasting peace and more than a fair settlement.

However, I make this recommendation based upon no false premises and with the express declaration that I do not recognize a dictum that a Board cannot decrease the wages but must always increase them or leave them stationary. If my recommendation is accepted by the Toronto Electric Commissioners, I recommend that the award be for the duration of the war and for a further period of one year, the increase to become effective only from and after the declaration of peace.

#### *The Question of Assistant Operators.*

The majority report in recommending that assistant operators be placed at all the sub-stations except three, goes beyond not only the conditions which previously existed upon the system, but goes further than the men asked at the investigation. Evidence as to the necessity of additional operators at the sub-stations was given by three experts, one called by the men and two by the commissioners, and also by two engineers of the Commission. With the exception of the evidence of one of the experts (whose evidence was in my opinion discredited), the whole of the evidence given by the others showed that there was no necessity for having any increase in operators.

As another instance of the fact that the majority report is founded on false premises the following may be quoted therefrom. After referring to the evidence taken as to whether or not there should be one or two operators at a sub-station the report states: "This point is not covered by the said award because at the time the award was made no question had arisen in regard to this, *as there were then two operators at each station.*"

This is entirely contrary to the fact as up to the date of that award there was an assistant operator at two stations only over and above those at present having assistants. Further, of these two stations one (Withrow Park) is now specifically excluded by the majority report from the obligation of a second operator. I am of the opinion that no recommendation should be made by this Board on this point, but that the matter should be left entirely in the hands of the Toronto Electric Commissioners to determine from time to time absolutely as in their judgment may be best.



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*The Negotiations Which Led to the Appointment of the Present Board.*

The following are the bald facts leading up to the appointment of this Board:

On March 31, 1915, the employees gave notice cancelling the 1914 award as of the 30th April, 1915. This cancellation came out of a clear sky. No negotiations had taken place between the representatives of the men and the employers prior to the notice.

On the 20th and 23rd of April, 1915, respectively, an interview took place between the representatives of the men and the employers at which some minor grievances were discussed. The employers agreed to investigate these grievances and rectify the conditions if the grievances were well founded.

On April 30, 1915, the cancellation given by the men of the award of 1914 became effective.

On May 12, 1915, a notice confirming the former rates of wages, but setting out conditions satisfactory to the employers and designed to meet altered business conditions was posted by the employers. I give this notice in the second schedule. A copy of the notice was sent by the employers to the Department of the Minister of Labour, but was neither objected to nor commented upon by that Department.

On May 20, 1915, a further interview took place which ended amicably, leaving the employers with the impression that a basis for settlement by negotiation had been reached.

On May 22 the men applied to the Department of Labour for a Board. In this application for a Board appeared for the first time the proposed agreement by the men, the same not having been previously submitted to the employers.

I do not want to criticize the majority report clause by clause, but it is necessary to point out at least another of the inaccuracies in that report. The report states that "About the same time (viz. before May 12, 1915) the employees submitted to the employers an agreement for consideration," etc. As stated, this formal document was never actually submitted to the employers, but was included in the application submitted to the Minister of Labour when asking for the establishment of this Board.

The majority report contains the words: "The notice of the 12th of May effected very marked and considerable changes in the terms of the award in the way they had been read and interpreted before." In my opinion that statement is not justified by the facts, which are as follows:

The effect of this notice on the former conditions was briefly:

To leave wages where they were;

To make a few minor changes in some of the conditions;

To give compensation by payment for overtime as a substitute for holidays with pay in the case of station operators, patrolmen, metermen, repairmen and foremen, and—

At the request of the men, to provide an extra year for construction apprentices, and to pay for all reasonable time consumed by men in going to and coming from work on emergency calls.

From the above history of the negotiations there is only one conclusion to be drawn: that there was no necessity at this time for an application for a Board of Conciliation and Investigation.



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The artificial and strained business conditions resultant from the war should alone have been enough to confine the settlement of any matters in dispute to negotiations between the parties and to discourage any application for a Board. An investigation of this sort not only interferes with the conduct of the business of the undertaking by taking the time of the management and others in the preparation of the case, but it entails an expense upon the country which is inexcusable.

The Commissioners showed that the wages and conditions on the Hydro were excellent and this was not disproved by the other side.

*Publicly-owned Enterprises are Not Run for the Benefit of a Class.*

It should be pointed out that the present dispute neither involved all the employees of the System nor did it include the engineering, office and sales staffs, but was confined simply to Local No. 353 of the International Brotherhood of Electrical Workers. While there can be no conceivable objection to the existence of a union in a publicly-owned enterprise, there is no reason why the union should discriminate against that enterprise. The continual and annual demanding of a Board begins to look like the exploitation of a municipal undertaking where the conditions do not require such action. Privileges soon become rights; compromises soon become precedents.

A municipally-owned undertaking under public ownership is run for the benefit of the many and not for the few, and providing the employees are treated fairly and justly and withal generously, it becomes a matter of sentiment and not justice when the fact that the undertaking has a profit or is able to reduce its rates is urged as a reason for an unwarranted increase in the rates of wages paid its employees. The adoption of any such principle by a Board in connection with one branch of the gigantic Hydro Electric scheme of this province might have disastrous effects upon public ownership which may sooner or later enter into the field of other public utilities. One of the criticisms raised continuously by the opponents of Sir Adam Beck and his associates in public ownership is that municipal undertakings cannot be run on sound business principles, but that they are prone to be exploited for the benefit of some section of the community, political or otherwise.

It was apparent throughout the investigation and also from the evidence that the commissioners and the management were always willing to meet the men fairly and frankly whenever the occasion should require, and that they had zealously with more than ordinary solicitude regarded the safety of the men in all the departments of the undertaking. A very comprehensive Book of Rules of 57 pages had been prepared for the men's use—22 pages of which covered the treatment of accidents.

I have already set out my general objections to the 1914 award being part of my recommendation and my more specific objections thereto will appear from a comparison between the clauses of that award and the recommendations which follow.

RECOMMENDATIONS.

(1) *Wages.*

The wages at present in force as set out in the wage schedule hereto shall continue until the declaration of peace in the war at present being waged between Great Britain and her allies and the Austro-Germans. From the date of such declaration of peace and for one year thereafter a 5 per cent general increase shall be given.



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(2) *Holidays With Pay.*

The men at present enjoying the statutory holidays as follows:

New Year's Day,  
Good Friday,  
24th of May,  
1st of July,  
Civic Holiday,  
Labour Day,  
Thanksgiving Day,  
Christmas Day,

and every alternate Saturday afternoon, shall retain these privileges.

These grades are as follows:

Linemen,  
Groundsmen,  
Cablemen and jointers,  
Cablemen's helpers,  
Wiremen,  
Repairmen,  
Metermen,  
Mechanics.

(3) *Vacation.*

Two weeks' vacation with pay to be allowed annually to the following grades:

Operators,  
Foremen,  
Troublemen.

One week's vacation with pay to be allowed annually to the patrolmen.

Metermen are given a compensating increase as from the date of the adoption of this report if the same is adopted, and also overtime rates in view of the special surrounding circumstances of their case. I have already included this increase in the wage schedule recommended.

(4) *Sick Benefits.*

A co-operative scheme of sick benefit is suggested for the consideration of the commissioners which, if adopted, be made applicable to the whole of the employees, such scheme to be worked out on the lines of contributions by the commissioners and the men.

(5) *Period of Award.*

This award shall in any event continue in force for the duration of the present war and also for one year after the declaration of peace. The same shall continue thereafter annually from year to year unless terminated by 30 days' notice in writing by either party to the other, such notice may only be given as to terminate this award on the first or other anniversary of the declaration of peace.

(6) *Working Hours.*

Nine hours shall constitute a day's work for ordinary construction men and mechanics, commencing 7 a.m. to 12 noon and 1 p.m. to 5 p.m. In the case of wiremen eight hours shall constitute a day's work, commencing 8 a.m. to 12



noon and 1 p.m. to 5 p.m. In the case of metermen nine hours shall constitute a day's work commencing 8 a.m. to 12 noon and 1 p.m. to 6 p.m. Men working "on shifts" shall work eight hours per day in rotation.

(7) *Overtime and Relief Work.*

Overtime rates where payable will be as follows:

For regular men not on shift duty the first five hours between 5 p.m. (or 6 p.m. for metermen) and 10 p.m. shall be computed at time and one half of the standard time and thereafter at the rate of double time of the standard time and shall continue (except for intermission for meals) until the employee is relieved from duty, and if commencing at 5 a.m. or later and before 7 a.m. double time shall be paid up to 7 a.m. All time worked on Sundays, holidays or alternate Saturday afternoons, where such are entitled to be paid for, to be calculated at the rate of double time and the total amount paid shall be double time. In the case of operators working overtime, these men shall be paid at the rate of time and one half for the first five hours of overtime worked and double time afterwards.

If a man is temporarily transferred from one department to another he shall receive the rate and work under the conditions both as regards overtime and otherwise as are applicable to the job to which he is transferred; provided always that there shall be no reduction in the ordinary pay-roll rate applicable to the work on which he is normally engaged; provided further that if a man should be called upon after working for one department to immediately follow on with work for another department he shall then receive the wage to which he would otherwise have been entitled provided the work had been done without any change of department or job.

Men called from their homes in order to repair breakdowns shall in the event of a prompt response to the calls be paid for a reasonable length of time sufficient to enable them to go to and return from the job, the wage for this time to be at the rate applicable to the work in question.

(8) *Protection of Men While at Work.*

At all times reasonable precaution so far as possible shall be taken to protect employees while working on live lines. When working on wires carrying over 650 volts special precautions shall be exercised, and wherever the nature of the work or the safety of the employee so requires, two or more qualified workmen shall be engaged on the same together with any other necessary assistance that may be required.

(9) *Assistance on Live Work.*

Where assistance is required on live work a qualified workman or apprentice and not a labourer shall be assigned to the work, but this shall not be taken to mean that a labourer is not to be employed for the ordinary purposes for which such men are usually needed.

(10) *Grievance Committee.*

At all times by appointment the general manager will receive a grievance committee from any department. It is also understood that the business agent of the local or a general officer of the organization may be a member of the men's committee if desired by a majority of the men.

(11) *Suspension of Employees.*

Any employee who may be suspended for any cause whatever, and who after investigation is found not guilty of offence, shall be reinstated in his former



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position and paid full wages for all lost time from the date of the discharge or suspension to date of reinstatement.

(12) *Temporary Foremen, etc.*

In the case of men acting as temporary foremen or temporarily taking a higher position where such men are required to act for only a few days no change shall be made in their rate of pay but where they are required to act for an entire week or longer they shall receive for such time as they are acting the foremen's or sub-foremen's rate of pay.

(13) *Qualifications for Promotion.*

Seniority, other qualifications being equal, shall be the ground for promotion in the service.

(14) *Discrimination Between Employees.*

There shall be no discrimination between union or non-union employees.

(15) *First Aid Instruction.*

A course of First Aid instruction will be provided under the direction of a competent instructor who will give instruction in First Aid and in the use of the pulmotor. These classes will be scheduled at regular intervals after working hours throughout the year and so arranged that all employees will have an opportunity of receiving thorough instruction. Employees will be required to attend these lectures and will receive one hour's standard pay for each lecture attended in accordance with the schedule upon which their name will appear. Any employee not so attending when scheduled unless given written permission to absent himself shall be docked for one hour. Employees will have the privilege of attending other lectures up to the capacity of the room in which the lecture is held, but will not be entitled to any compensation while attending same.

(16) *First Aid Kits.*

All gangs and departments will be provided with First Aid kits.

(17) *Covering for Wagons, Automobiles, etc.*

A suitable covering for wagons and automobiles will be furnished for protection in rough weather for all truck drivers, chauffeurs, troublemen, patrolmen and repairmen.

(18) *Definition of "Journeyman."*

A "journeyman" shall mean an employee who has had three years' experience in any one or all branches of the electrical trade. In the case of station and garage mechanics the term shall be four years. In all cases, however, length of service must be coupled with efficiency in order to ensure recognition as a "journeyman," or in order to qualify for promotion.

(19) *Definition of "Apprentice."*

An apprentice shall mean an employee engaged in learning the trade of lineman, trolleyman, wiremen, meterman, or operator, and who has had less than three years' experience at such trade. In the case of station or garage mechanics the term of apprenticeship shall be four years.



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In connection with apprentices it shall be understood that the System is under no obligation whatsoever to provide continuous employment. Where bona fide breaks occur in the apprenticeship service such time shall be added in computing the years of employment. It must, of course, be perfectly clear in the case of apprentices that length of service of necessity does not carry with it increased wages, but only where this length of service is coupled with efficiency. The management shall be the sole judge as to the suitability or otherwise of any employee for promotion. It shall at all times be optional with the commissioners whether they will employ apprentices or helpers, but where apprentices are employed the rates of wages as set out in the schedule shall apply.

(20) *Periods of Abnormal Conditions Due to Slackness, etc.*

During periods when the conditions on the System, due to slackness of work or other abnormal circumstances, are such as to render it commercially impracticable to keep the regular complement of men or number of gangs going on full time, notwithstanding anything contained herein, the System shall be at liberty to change any wages expressed at a weekly rate to an equivalent hourly rate and pay only for the hours worked accordingly. It being understood that whereas a man working on a weekly wage obtains holidays and other benefits in consideration of overtime work, without extra pay, etc., when transferred to an hourly basis he shall then be entitled to overtime rates but forego the other privileges to which he was entitled when on the weekly basis. Provided further that there shall be no change from hourly to weekly rates or the converse for periods of less than one working week. Also provided that if an employee shall work a part of a year at a weekly rate and the remainder at an hourly rate, he shall be entitled to allowance in respect of holidays equivalent to the proportion of the year during which he worked on the weekly basis.

All of which is respectfully submitted.

(Sgd.) F. ERICHSEN BROWN.

TORONTO, August 19, 1915.

WAGE SCHEDULE

Foremen.....	Rate per week.	\$24.25
Sub-foremen.....	" "	21.92
Trouble foremen.....	" "	25.40
Troublemen.....	" "	23.50
Linemen.....	Rate per hour	40c.
Groundsmen.....	" "	27½c
Jointers and cablemen.....	" "	43c.
Jointers' helpers.....	" "	28c.
Wiremen.....	" "	41c.
Mechanics.....	" "	43c.
Meter installers.....	" "	33c.
Street lighting repairmen.....	" "	35½c
Patrolmen.....	Rate per week	19.15
Operators (ordinary stations)—		
1st year.....	Rate per week	\$17.30
2nd year.....	" "	19.05
3rd year.....	" "	20.77
Assistant operators—		
1st year.....	Rate per week	\$15.70
2nd year.....	" "	17.30
1st operators at stations "D" and "W"—		
1st year.....	Rate per week	\$19.04
2nd year.....	" "	20.75
3rd year.....	" "	21.92



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APPRENTICES—	RATES PER HOUR.			
	1st year.	2nd year.	3rd year.	4th year.
Linemen.....	30c.	31c.	36c.	....
Mechanics.....	27c.	32c.	35c.	38c.
Wiremen.....	20c.	25c.	30c.	....
Metermen.....	20c.	25c.	30c.	....

(Signed) F. E. B.

## SECOND SCHEDULE.

May 12, 1915.

To the Employees,  
Toronto Hydro Electric System.

Notice of cancellation of the arbitration award having been given to the Toronto Electric Commissioners on behalf of the employees of the System, and also they having considered the representations recently made to their general manager by a deputation of the men, they have decided to put the following into force and are making arrangements accordingly:

Although the conditions at present make it very difficult to maintain the scale of wages which have obtained in the past, apart altogether from the fact that purely commercial considerations would undoubtedly justify a reduction at the present time, the commissioners are anxious that the wages and conditions on the System shall be so good as to attract the best and most efficient men.

With the foregoing object in view the existing scale of wages will be continued for the present with the exception that the following modification applicable to the apprenticeship period for the mechanics in the station construction department as suggested by the men shall be put into effect. The wages will then become as follows:

1st year.....	27 cents per hour.
2nd year.....	32 " "
3rd year.....	35 " "
4th year.....	38 " "
5th year.....	43 " "

In order to clear away any ambiguity that exists in connection with the award of the arbitrators, dated June 20, 1914, and to bring the same into harmony with the conditions as they exist on the system to-day the following are to apply:

*Men Going to and Coming from Breakdown Jobs.*

Men called from their homes in order to repair breakdowns shall in the event of prompt response to the calls be paid for a reasonable length of time, sufficient to enable them to come to and return from the job. The wage for this time to be at the rate applicable to the work in question.

*Relief Work.*

If a man is temporarily transferred from one department to another he shall receive the rate, and work under the conditions, both as regards overtime and otherwise, as are applicable to the job to which he is transferred; provided always that there shall be no reduction in the ordinary hourly rate applicable to the work on which he is normally engaged.

Provided further that if a man shall be called upon after working for one department to immediately follow on with work for another department he shall then receive the wage to which he would otherwise have been entitled, provided the work had been done without any change of department or job.

*Sick Pay.*

The rule of the System is that those men who work overtime without pay and whose duties involve overtime from time to time, or men who regularly work



seven days a week, are entitled to such sick benefits as are in operation on the System. It must be perfectly clear, however, that in those cases where men are rarely, if ever, called upon to work overtime they shall not be entitled to sick benefit.

#### *Holidays.*

The same rule to apply to this case as that applicable to sick pay.

#### *Raise in Salary in Connection With Length of Service.*

In the case of employees with less than one year's service, intermittent periods of employment will not be considered when calculating the length of service unless such periods are separated by breaks of less than a week's duration, and provided also that such break or breaks in the period are due to a reason that in the opinion of the management is bona fide. If breaks occur after the completion of the first year of service and are similarly bona fide and are of less than three months' duration they shall not be considered as a cause for recommending the period of employment for the purpose of calculating the wages to be paid. In every case, however, the actual duration of the time lost from any cause shall in all cases be deducted from the period of employment.

It must, *of course*, be perfectly clear that length of service, of necessity does not carry with it increased wages, but only where this length of service is coupled with efficiency.

#### *Men Paid Monthly Wages.*

An effort has apparently been made to read into the arbitration award the meaning that because a wage is expressed as "so much a month," this automatically entitles the recipient to the benefits of "continuous" employment. Such, however, is not the case. The wages expressed as above will be calculated on the basis of the normal average hours of work and the rate will be paid for hours worked only.

As regards the line foremen, where there is rainy weather *during continuous work*, no deduction shall be made for rainy days, provided the foreman reports at the office and gives general assistance to the office staff in connection with his work.

#### *Overtime Rates.*

Overtime rates where payable will be as follows:

For the first five hours overtime worked between 5 p.m. and 10 p.m. at time and one-half.

Additional overtime or overtime starting at 10 p.m. or later, and before 5 a.m. at double time, and shall continue until the employee is relieved from duty. All time worked on Sundays, holidays or alternate Saturday afternoons (where such are entitled to be paid for) to be calculated at the rate of double time. That is to say men at present on wages rated at "so much per month" will be paid for overtime at the above rates and consequently not receive sick pay or holiday pay unless regularly working seven days a week or working overtime from time to time without pay as defined under the headings of sick pay and holiday pay on page . . . This applies to such men as meter installers, meter testers, patrolmen, repairmen, etc., etc., and others who normally work during regular weekly hours terminating at 5 p.m.

The foregoing hours are not applicable to station operators, or other men who work in shifts. In the case of these men overtime shall be at the rate of time and one-half for the first five hours and double time afterwards.

(Sgd.) F. E. B.



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VII.—APPLICATION FROM EMPLOYEES OF THE OTTAWA CAR MANUFACTURING COMPANY, LIMITED, MEMBERS OF LODGE NO. 412, INTERNATIONAL ASSOCIATION OF MACHINISTS.—BOARD ESTABLISHED.—SETTLEMENT EFFECTED.

Application received—May 28, 1915.

Parties concerned—(1) Employer—Ottawa Car Manufacturing Company, Limited. (2) Employees—members of Local No. 412, International Association of Machinists.

Applicants—Employees.

Nature of industry concerned—Manufacture of munitions of war.

Nature of dispute—Wages and conditions of employment.

Number of employees affected—100.

Date of constitution of Board—May 29, 1915.

Membership of Board—Mr. Hamnett P. Hill, Ottawa, Ont., chairman; Mr. Geo. F. Henderson, K.C., Ottawa, for employer; Mr. Jas. Simpson, Toronto, for employees. Chairman appointed on joint recommendation of other Board members.

Report received—June 17, 1915.

Result of inquiry—The Board's report was signed by the three members, with Mr. Simpson dissenting on one point. The report was accompanied by a signed agreement between the parties, providing for certain wage increases, the same to continue in force until June 1, 1916.

Remarks—The manufacture of munitions of war was, later in the fiscal year (March, 1916) brought by Order-in-Council within the jurisdiction of the Industrial Disputes Investigation Act, 1907. In the case of the present dispute, however, procedure under the statute was made possible by agreement to that effect between the disputants.

TEXT OF BOARD'S REPORT.

To the Honourable,

The Minister of Labour,  
Ottawa, Ont.

In the matter of the Industrial Disputes Investigation Act, 1907, and of a dispute between the Ottawa Car Manufacturing Company, Limited (employer) and certain employees, members of Lodge No. 412, International Association of Machinists (employees).

The Board of Conciliation and Investigation appointed herein under the provisions of the above mentioned Act, and composed of James Simpson, of the City of Toronto, recommended by the employees; George Frederick Henderson, of the City of Ottawa, recommended by the employer, and Hamnett Pinhey Hill, of the same place, appointed on the joint recommendation of the other members



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of the Board by the Minister of Labour as chairman of the Board, have the honour to report as follows:

The Board met on the thirty-first day of May, A.D. 1915, and having subscribed and taken the oaths of office, it immediately procured a conference between representatives of the men and of the company looking to a settlement of the matters in dispute.

The Board met further on the first day of June and continued negotiations commenced on the previous day without then reaching any definite result. Mr. Henderson being obliged to leave Ottawa on the evening of that day for an absence of several days, he requested Messrs. Hill and Simpson to continue the negotiations in the meantime, and they held further meetings and continued the negotiations during the course of the two following days.

With the consent of his fellow members of the Board, Mr. Hill entered into correspondence with a large number of concerns employing machinists, and in that way accumulated a substantial amount of information for the benefit of the Board.

Messrs. Hill and Simpson again met in Ottawa on the twelfth day of June and resumed the negotiations already referred to. On the fourteenth day of June the full Board again met and the negotiations were continued during the course of that day and the fifteenth and sixteenth of June.

The Board regrets to have to report that it has not been able to continue the negotiations to a successful result, it having been found impossible to work out an agreement between the employing company and its employees. It is also a matter of regret that the members of the Board are not unanimous in their conclusion.

The application of the men was to have an amendment to their previous agreement, providing for a minimum wage of 35 cents per hour. After hearing the evidence furnished by and on behalf of the parties, as well as considering the information collected by the chairman of the Board, Mr. Simpson was and is of the opinion that the men were justified in asking for this amendment. Messrs. Hill and Henderson were and are, however, of a contrary opinion, and in the result the Board can only report that in the opinion of the majority an amendment such as asked for by the men cannot be recommended.

It is perhaps proper to report that during the course of the negotiations the members of the Board, while adhering to the opinions set out in the last preceding paragraph hereof, expressed their desire that in view of the fact that the company is engaged in the manufacture of gun carriages and ammunition wagons which are urgently needed, the parties should agree upon a minimum wage of 33 cents, to remain in effect only during the continuance of the present war, but for not more than one year from this date. This expression of desire was submitted to the parties, and the company has expressed its willingness to enter into this agreement, but the men still have the suggestion under consideration. The Board ventures to express the hope that the company will leave the matter open for a few days further, and that the men may see their way clear to enter into the suggested agreement.

All of which is respectfully submitted.

(Sgd.) HAMNETT P. HILL.  
(Sgd.) JAMES SIMPSON.  
(Sgd.) GEO. F. HENDERSON.

OTTAWA, 16th June, 1915.



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## TERMS OF AGREEMENT.

This agreement made in triplicate this seventeenth day of June, A.D. 1915, between the Ottawa Car Manufacturing Company, Limited, hereinafter called "The Company," of the first part, and the machinists employed by the said company, hereinafter called "The Machinists," of the second part.

*Witnesseth* that the parties hereto have agreed in the manner following, that is to say:

That the agreement made between the parties hereto, bearing date the twenty-eighth day of May, A.D. 1914, shall continue in force and effect during the continuance of the present war, but for not more than one year from the first day of June, A.D. 1915, with the following amendment, namely: that the company shall pay a minimum wage to machinists of 33 cents, during the continuance of this agreement. In all other respects the terms and conditions of the agreement dated the twenty-eighth day of May, A.D. 1914, are to remain in full force and effect.

As witness the signatures of the parties hereto by their properly appointed representatives.

*Witness:*

(Sgd.) J. A. McCLELLAND.

(Sgd.) EDW. R. PATTERSON,

(Sgd.) JOHN R. NASON,

*For the Machinists.*

Ottawa Car Manufacturing Company, Limited,

(Sgd.) W. K. JEFFREY,

*General Manager.*



VIII.—APPLICATION FROM BRITISH COLUMBIA ELECTRIC RAILWAY COMPANY, LIMITED.—BOARD ESTABLISHED.—BOARD REPORT ACCOMPANIED BY MINORITY REPORT.—SETTLEMENT EFFECTED THROUGH NEGOTIATION.

Application received—June 29, 1915.

Parties concerned—(1) Employer—British Columbia Electric Railway Company, Limited. (2) Employees—street railway workers, members of Local Divisions No. 101 Vancouver, No. 109 Victoria, and No. 134 New Westminster, Amalgamated Association of Street and Electric Railway Employees of America.

Applicant—Employer.

Nature of industry concerned—Street railway workers.

Nature of dispute—Proposed reductions of wages and changes in working conditions.

Number of employees affected—Directly, 1,058; indirectly, 156.

Date of constitution of Board—July 8, 1915.

Membership of Board—The Honourable Mr. Justice W. A. Macdonald, Vancouver, B.C., chairman; Mr. A. G. McCandless, Vancouver, for employer; Mr. Jas. H. McVety, Vancouver, for employees. Chairman appointed by the Minister in the absence of a joint recommendation from other Board members.

Reports received—September 7, 1915.

Result of inquiry—The Board's report was accompanied by a minority report signed by Mr. McVety. The findings were accepted by the company, but not by the employees. Direct negotiations, however, followed, as a result of which the Board's award became the basis of a working agreement effective until six months after the close of the war.

TEXT OF BOARD'S REPORT.

In the matter of "Industrial Disputes Investigation Act, 1907," and in the matter of differences between the British Columbia Electric Railway Company, Limited, and the Amalgamated Association of Street and Electric Railway Employees of Canada, represented by Local Division No. 101 of Vancouver, British Columbia, Local Division No. 109 of Victoria, British Columbia, and Local Division No. 134 of New Westminster, British Columbia, comprising employees of various departments of the British Columbia Electric Railway Company, Limited.

To the Honourable T. W. Crothers, K.C.,  
Minister of Labour.  
Ottawa, Canada.

The Board of Conciliation and Investigation, constituted in this matter, and consisting of the Honourable Mr. Justice W. A. Macdonald, chairman, appointed by the Minister of Labour; Mr. A. G. McCandless, the representative of the company, and Mr. J. H. McVety, the representative of the employees, begs to report as follows:



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The company was represented before the Board by J. G. Murrin and William Saville, and the employees were represented by F. A. Hoover and William Yates.

In 1913 a Board of Conciliation dealt with differences between the company and its employees as to wages and working conditions. While the report of such Board was not unanimous upon the question of wages, it resulted in an agreement, covering all points in dispute, being entered into between the parties for a period of two years, and thereafter from year to year. It was provided that either of the parties desiring to change the agreement should notify the other party in writing of the desired changes, giving 30 days' notice. The company, on May 27, 1915, availed itself of this provision and gave notice to the employees of its desire to change the agreement by cancelling it altogether. The company at the same time expressed its willingness to enter into a new agreement, subject to a reduction in the wage schedule and certain changes in the working conditions. Negotiations for settlement took place, but without result, and eventually the company applied for the appointment of a Board of Conciliation.

As soon as the Board entered upon its duties, the members felt that, in addition to furthering the intent of the legislation under which they were acting, at this period in the history of the country, an extra effort should be made to secure an amicable settlement. It immediately became apparent that the great bone of contention between the parties was the question of wages. Every effort was made to settle this matter, in the hope that if it could be adjusted, then there would be little difficulty in making necessary changes in the working conditions, acceptable to both parties.

The company sought a reduction of 15 per cent in the wages, while the employees submitted that there should not be any reduction. They were thus very far apart, and it was found impossible to bring them together, or to reach any solution of the matter by way of compromise. Each side was determined to adhere to its position, so it was decided to proceed with the enquiry. We should add that subsequent efforts along the line of settlement were made, but they also proved fruitless.

Before proceeding with the evidence it was shown that the conductors, motormen and trainmen on the Lulu Island Branch of the railway, and the Fraser River Valley Line had withdrawn from the Street Railway Employees' Association and joined another association, so it was fully understood that their rights were not considered nor dealt with upon the enquiry.

*Contentions of Company in Support of Reduction in Wages.*

The company shortly contended that it was entitled to the proposed reduction in wages on the following grounds:

1. That a general depression in business exists in the districts in which the company is operating; that this condition has led to almost universal reduction of wages in such locality;
2. That the financial position of the company and continued falling off in business showed an inability to longer continue the current rate of wages;
3. That if the rate of wages is to be affected by the cost of living, then that such cost has decreased since wages were fixed in 1913;
4. That the wages paid by the company were in excess of wages generally paid by other street railway companies;



5. That the wages paid to the employees had, by virtue of the sliding scale, risen 8 per cent since 1913, and thus increased the outlay in the face of decreased business.

The company also generally, in support of its position, submitted that the wages paid should depend upon the demand and supply of labour.

#### *Employees' Defence.*

The employees outlined their defence opposing the reduction, broadly on the ground that the wages now paid were already too low, and would not be designated as a "living" wage. They submitted that the wages should have been higher in previous years when the districts affected were enjoying an era of prosperity in which the company received its full share, and also that the cost of living had increased since 1913, which would render it unfair to now make a reduction in wages.

The evidence adduced was lengthy, and was supported by carefully prepared and exhaustive statements. At the close of the evidence, after due consideration, the Board found it impossible to come to a unanimous decision as to the wage question. A majority of the Board were, however, satisfied that a reduction in the rate of wages was warranted and should in justice and fairness be recommended. They submit the following reasons for arriving at such conclusion:

It is almost needless to say that it was our duty in recommending a wage scale not to be swayed by sympathy, but to consider the matter, bearing in mind that we were dealing with a question involving business interests. At the same time, we should not overlook the fact that the onus rested upon the company of satisfying us by proper evidence that there were good reasons to support a reduction.

It was argued on behalf of the employees that the company was operating under franchises conferred by the people, and in the fixing of the rate of wages it should be dealt with on a different principle from that which would be adopted with respect to a company carrying on its business without such franchises. This argument appears to us as quite untenable. While it is true that the company has limited franchises to use, to a certain extent, public property in the districts affected, still such privileges have not attached to them the condition that the company should pay its employees on a different basis from the rate that would prevail with respect to other companies carrying on business without similar franchises; in other words, the undertaking in which millions has been invested, was not subject to the condition that the determination of the rate of wages to be paid should be beyond the control of the company and be fixed by a third party. We were convinced that our conclusion on this point was correct, and that this company should be dealt with on the same basis as any other company coming within the purview of the legislation creating the Board. At the same time, we felt that our recommendation should be what might be termed "conciliatory." We should endeavour, if possible, not to favour any such radical change as would lower materially the present standard of living of the parties affected, beyond the curtailment prevalent generally in the community.

Speaking generally, wages are dependent upon the universal law of supply and demand, but this definition is elliptical. It has only a limited application to the employees of this company. It may be true that there is an over-supply of labour outside the association that might be utilized for the operations of



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the company. The company is, however, apparently willing on a fair basis, to curtail the limits of the source from which it will obtain its employees. It proposes to agree for such supply not with workmen generally, but with a particular union or association as representing the employees necessary for its purposes. Under these circumstances, the question of supply and demand to a great extent loses its force in determining the rate of wages. We were well aware, also, that there is no fixed standard for determining wages. The best directed efforts in this direction would not produce an accurate result. All that can be done is with proper information and conscientious application to approach as near as possible to a reasonable conclusion.

As to the grounds taken by the company in support of its contention for a reduction:

Dealing first with the question as to whether there is a depression in the locality affected. There is no doubt that such depression has existed, and we fear may continue for some considerable time. The labour market has become congested and resulted in the reduction of wages generally. Aside from our own knowledge in this respect we were afforded evidence that wages in mercantile and industrial establishments had been reduced from 10 to 25 per cent. In some instances employers anxious to retain the services of their employees have outlined the condition of affairs and a reduction has been readily accepted under the circumstances. We do not think it necessary to give details as to such reductions, but refer, as an important example, to the action of the City Council of Vancouver, in recently lowering the standard rate of wage 25 per cent, viz., from \$3.00 to \$2.25. Another instance of the recognition of the lowering of wages occurred in the wage scale attached to the new drill hall at Vancouver. These wages are based upon the current rate of wages in the locality in which the work is being performed. It appears that the previously stipulated carpenters' wages had been reduced from \$4.25 to \$3.60; painters from \$4.50 to \$3.60; plumbers from \$5.00 to \$4.50; bricklayers' labourers from \$3.50 to \$3.00; labourers from \$3.00 to \$2.40. It was urged that temporary changes of this kind would not have been recognized, and would only have taken place if a settled condition existed in the city, involving such reduction of wages.

*Present Cost of Living.*

As to the present cost of living, as compared with 1913:

A large amount of oral and documentary evidence was adduced. In determining this question we cannot overlook the personal equation that is bound to occur. In order to obtain fairly accurate information from time to time as to the increase or decrease of the cost of living in Canada, the *Labour Gazette* has, for years, by means of correspondents throughout Canada, obtained information upon a uniform basis from which statistics are prepared and issued to the public. In our opinion they form as reliable a guide as can be obtained. It appears from statement based on this source of information, that with respect to a typical family of five, the cost of living in Vancouver, including all foods, fuel, light and rent, per week, in the month of March, 1913, was \$16.28 $\frac{1}{4}$ , and that it fell to \$13.22 $\frac{1}{4}$  in March, 1915. It also appears that this latter cost was lower than in the cities of Calgary, Edmonton, Regina, Winnipeg and Toronto. We suggested that there should be a more extensive comparison, as the month indicated might not be a fair test. A statement was prepared based upon the retail prices tabulated in the *Labour Gazette* for the months of January, March and May of 1913, as compared with similar months of 1915. It covered such prices in the cities of Vancouver, Victoria and New Westminster, and thus mini-



mized the risk of error that might attach to accepting the indicated prices for one city alone. This statement showed that for the typical family referred to, during the months mentioned, the cost per week in 1913 for Vancouver was \$16.48 $\frac{3}{4}$  as compared with \$13.36 $\frac{3}{4}$  in 1915; in Victoria it was \$17.87 $\frac{1}{4}$  in 1913 as compared with \$14.31 $\frac{3}{4}$  in 1915; while in New Westminster it was \$16.89 $\frac{3}{4}$  in 1913 as compared with \$14.56 $\frac{1}{4}$  in 1915, thus showing decreases in each of these cities. The statement also contained the compounded averages, according to the number of the company's employees in the respective cities, and this showed a decrease in cost between these two periods of 18.92 per cent for Vancouver, 19.89 per cent for Victoria and 13.80 per cent for New Westminster, or making a compounded average decrease for all the cities of 18.17 per cent. We think the mode thus adopted by the company to show a decrease during the period mentioned is as accurate as possible in a matter of this kind. We then sought particular evidence outside the *Labour Gazette*, as to the increase or otherwise of the cost of food stuffs. Retail grocers supplied from their books valuable information and also gave general evidence on the point. We became satisfied that as between 1913, when the wage scale was last fixed, and the present time, the cost of living had on the whole slightly decreased in the community affected by the enquiry, and this decrease is fairly reflected in the above short excerpts from the statements filed. This result has been brought about by the fact that while the cost of food stuffs has risen to some extent, this has been offset by a considerable reduction in rent and an appreciable decrease in the cost of fuel. As to clothing, the cost of cotton goods has fallen, and the present retail cost of woollen goods is less than it was two years ago. This may be due to depression and because the community has not yet felt the effect of the increased wholesale cost of articles manufactured from wool, due to the war. In this connection, the opinion of merchants was that in the near future the cost to the consumer of all woollen goods was bound to increase.

#### *Wages Paid by Other Street Railway Companies.*

The company contended that its employees were receiving a higher rate of wages than was paid by any other company carrying on a like business under similar conditions. It sought to support its contention by a mass of evidence dealing with all the trades affected by the enquiry, and showing the rate of wages paid in a large number of cities on the continent. It was stated that, with reference to motormen and conductors, amongst over one thousand street railway companies, only a small number could be found paying a higher rate of wages, and that these exceptions could, in most cases, be accounted for by peculiar local conditions. We found that this statement was substantially proved. At the same time, the conditions prevailing in one city are not likely to be the same in another, especially when you compare our local conditions with those pertaining at distant points. It was also contended that the wages thus paid should not form any criterion as being fair and proper wages, but might be accepted as proof that they were too low in those cities. We think, however, that it can be presumed these wages are generally fair and based on the usual rules governing the rates paid. In Canada, it appears that in the cities of the Prairie Provinces, except Winnipeg, Moose Jaw and Brandon, the street railways are almost entirely operated under municipal management. They do not, therefore, form a fair test as to the rate of wages to be paid by the company. Should a deficit occur upon the lines operated in Calgary, Edmonton, Regina or Saskatoon, it would be borne by the municipality. Recently a reduction of wages has taken place in these cities with a view of decreasing the expenditure. In the City of



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Winnipeg the maximum rate paid to motormen and conductors is 34 cents per hour. There the cost of living is higher, the climatic conditions unfavourable, and the concessions to the employees far less than those received by the employees of the company. There are only a limited number of agreements between street railway companies and their employees in Canada. A statement filed showing the maximum rate paid in some of the cities gave the following information: Peterborough, 20 cents per hour; Hull, 23 cents; Hamilton, 25 cents; Montreal, 25 cents; Ottawa, 27 cents; Toronto, 27½ cents, as compared with the existing rate paid by the B. C. Electric Railway Company of 35 cents in the cities and 36½ cents per hour on the interurban lines. Without referring to the information affecting a large number of cities throughout the United States, we considered particularly the rates paid in the neighbouring coast cities. In most cases the length of service, in order to reach the maximum rate of pay, is greater than in this province. The rates supplied were as follows: Tacoma, 21 cents per hour; Stockton, 27½ cents; Everett, 28 cents; Los Angeles, 30 cents; San Francisco, 33 cents; San Francisco (Municipal), 37½ cents; and Oakland, 40 cents per hour. We were not afforded evidence showing the different agreements with their employees under which the railways in these cities were operated, nor whether the employees had the benefit of privileges and concessions as liberal as those granted by the B. C. Electric Railway Company. The nearest city to which we might look for comparison was Seattle. There, however, the 32 cents maximum rate is only reached after 6 years' service. It was contended that the cost of living in Seattle was less than in Vancouver, and that this should militate against adopting the Seattle rate for the cities affected in our province. Considerable evidence was given upon this point by both sides. It was contradictory, and different prices had apparently been quoted by the same store for the same kind of goods. The error probably arose from their carrying different grades of the same commodity, and the quotations not being applied to the same grade in each instance. Rents appeared higher in Seattle than in Vancouver. From the evidence we were satisfied that on the whole there was no appreciable difference in the cost of living between the two cities. The climatic and general conditions of operation would be practically the same for the employees, but those working for the company in British Columbia have not only the benefit of an agreement guaranteeing permanent employment with reasonable working conditions, but also receive valuable concessions, in the form of half rates for electric lighting, reduced charges for gas, free installation of meters, free transportation for themselves at all times, and also for their families to a limited extent.

*Rates of Wages Increased by Eight Per Cent Since 1913.*

The company then sought to support its position by claiming that the rate of wages paid its employees, especially motormen and conductors, had risen eight per cent since 1913. This was not controverted, and was due to the sliding scale by which length of service entitled an employee to a higher rate of wages. During the time the agreement was in force the company, as in duty bound, adhered to this provision, but it is now invoked as an argument to support the lower rate sought to be established. We do not think it should be so considered. We believe in the principle of advance in wages through length of service. The point might be worthy of consideration to this extent,—these employees were presumably satisfied to work for the company in 1913 at the then rate of wages and cost of living, and it would not now be unjust under the changed conditions to have them revert to the rate of wages then being paid. In other words, if the rate of wages to motormen and conductors be decreased by eight per cent,



they would, in these times of depression, receive the same wages as in the period of prosperity.

*Company's Financial Position.*

The company presented statements in detail showing its financial position and inability to pay the present rate of wages. The extent of its business is judged from the fact that it operates 334.02 miles of track, as compared with 119.07 in Toronto and 212 miles in Montreal, though it serves a population less in extent than either of these cities. The company in addition to operating a street railway, also, through its franchises, held in its own right or possessed by subsidiary companies, supplies electric light and gas throughout the cities of Vancouver, Victoria and New Westminster, and adjoining districts, and also furnishes power in the same territory. In exhibiting its financial position it did not separate its street railway operations from those of a profitable nature, such as electric lighting and the supply of gas. Even on the entire business of the company there would appear to be only a small surplus of gross earnings over operating expenses.

For example, the total gross earnings of the company for the month of June, 1915, were \$498,093.00, and working expenses and maintenance, \$494,315.00, leaving a surplus of \$3,778.00.

A statement was also submitted exhibiting a falling off in the net profit of 1915 as compared with 1914. An extract shows that while such profit for May, 1914, was \$162,674.00, it had fallen to \$23,745 in May of 1915, and other months showed a corresponding decrease. It was shown that the whole capital investment in all undertakings of the company, on June 30, 1914, amounted to \$45,935,669, and that the net profit for the year was \$2,156,585, giving a net profit of 4.69 per cent on the capital invested, while with the same amount invested the net profit up to June 30, 1915, was \$1,273,603, representing 2.67 per cent profit.

Dealing separately with the gross revenue received from the street railway, it showed a great falling off between 1912 and the present year.

The total receipts for the entire system for the year 1912 were.....	\$1,008,644
For Vancouver City alone.....	2,007,953
For the year 1913 for the entire system they were.....	4,158,025
For Vancouver City alone.....	2,021,681
For 1914 over the entire system.....	3,620,736
For Vancouver City alone.....	1,848,591
For the 6 months ending June 30, 1915, the receipts were for the entire system.....	1,173,924
For Vancouver City alone.....	549,513

Another comparative statement showed the proportion of the gross earnings absorbed by wages of motormen and conductors had increased from 1913 to 1915. For example, the earnings in the City of Vancouver in June, 1914, were \$161,589 and the wages to motormen and conductors amounted to \$48,402.00, being 29.95 per cent of the gross earnings, while in June, 1915, the gross earnings were \$84,023.00 and the wages of motormen and conductors were \$41,488, being 49.37 per cent of the gross earnings. As to the entire system for the same period, it did not show disproportion to the same extent, viz., in June, 1913, the gross earnings were \$315,205, and the wages of motormen and conductors were \$81,638, being 25.89 per cent; while in June, 1915, the gross earnings were \$186,586 and the wages were \$71,707, being 38.43 per cent of the gross earnings. In a statement showing the "operating expenses ratio" it appeared that it was 81.03 per cent in the City of Vancouver and 94.75 per cent on the entire system in January, 1914, while in May, 1915, it had risen to 140.94 per cent on Vancouver City and 135.21 per cent on the entire system; the latter figures representing



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approximately a 40 per cent loss in the City of Vancouver and a 35 per cent loss on the entire system. Inquiry was made as to the cause of this falling off in business, and it was stated to be due to decreased population, depression and jitney competition. There is no doubt that the latter has contributed materially to the result, but that on some portions of the line not affected by this competition the same marked decrease in business existed.

We do not think it advisable to deal further with the financial aspect of the question, as in our opinion it should not be a governing or controlling factor in our recommendation as to the rate of wages. Whatever course a company might see fit to pursue of its own accord, we do not think it should be "recommended" to carry on its operations by paying its employees less than a fair wage, based on proper conditions. We, however, thought it well to outline the financial position to show that the company is not in a position to deal liberally with its employees. The presentation of the financial position of the company is also important as a strong argument in favour of our using extreme care in making our recommendations.

#### *Recommendations.*

The majority of the Board feel satisfied that for the reasons thus stated we are warranted in recommending the adoption by the parties interested, of the agreement enclosed herewith containing reductions as shown by the wage schedule. After due consideration we trust that it will be deemed satisfactory to both sides. In the working conditions, the seniority clause remains intact. This protection, when coupled with efficiency, creates permanency of employment, more especially to those who, by length of service, have secured to themselves an advantageous position under this privilege. It appeared to us of even greater benefit at this time, when so many men are waiting to fill any vacancies that might exist in the service of the company.

In fixing a rate of wages, we have not attempted to capitalize in dollars and cents the concessions above referred to, but have not overlooked their consideration. They have in the past, and doubtless will in the future weigh considerably with the employees, especially those having families dependent upon them. We have also, in making our recommendations, borne in mind the permanency of employment that will be guaranteed to the employees by the execution of an agreement covering a definite period.

In fixing the time during which we recommend the agreement to exist, we thought it well that it should expire within the same period of time as the current agreement.

Various changes in the working conditions of the existing agreement were advocated by both sides. The "seniority clause," already referred to, was vigorously attacked by the company, and it was strongly contended that its operation interfered with the proper carrying on of the work, especially in the shop and barn department. This point was fully considered before the last Board, and we see no reason to interfere with the decision then arrived at. The company then, as now, submitted that the practice infringed upon the principle of control that should be usually exercised, untrammelled, by the employer. What the company doubtless desired was good results from the workmen. For that purpose, in order to safeguard the company, a clause was inserted and still remains, providing that the company had the absolute right of dismissal in case of inefficiency. The other matters in the working conditions considered were not of vital importance. We suggest some changes, but in the main we deemed it advisable not to interfere to any extent with the arrangements that had already



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been in force between the parties for a lengthy period, with little apparent friction. The Board unanimously recommends the adoption of the working conditions as changed.

Dated at Vancouver, British Columbia, this 25th day of August, A.D. 1915.

(Sgd.) W. A. MACDONALD,  
*Chairman of Board.*

(Sgd.) A. G. McCANDLESS,  
*Representing the Company.*

AGREEMENT RECOMMENDED.

Agreement entered into (in duplicate) this.....day of.....  
One Thousand Nine Hundred and Fifteen, between the British Columbia Electric Railway Company, Limited, hereinafter called "The Company," and the Amalgamated Association of Street and Electric Railway Employees of America, representing the employees of said company affected by this agreement, hereinafter called "The Association."

*Witnesseth*, that the following wage schedule and working conditions shall take effect and be binding upon the parties hereto and shall govern all employees of the company referred to therein except the conductors, motormen and trainmen employed on Districts 2 and 3 (Lulu Island Branch and Fraser River Valley Line).

*Clause 1.* This wage schedule and the working conditions submitted herewith shall be binding on the company and its employees for at least 22 months from the first day of September, 1915, and thereafter from year to year, unless changed by the parties hereto. Either of the parties desiring to change the same or open up the agreement or wage schedule shall notify the other party in writing of the desired changes at least 30 days before the expiry of same.

*Clause 2.* The following rates of wages shall be paid during the continuation of this schedule:

(a) On city and suburban lines, motormen and conductors shall receive:

First year.....	26	cents per hour.
Second year.....	27½	" " "
Third year.....	29	" " "
Fourth year.....	30½	" " "
After fourth year.....	32	" " "

(b) Motormen and conductors in work train service shall receive 11½ cents per hour in addition to the above rates.

(c) On interurban lines, being District 1, New Westminster (Central Park) Line, District 4, New Westminster (Burnaby Lake) Line, and also on Saanich Line:

First year.....	27½	cents per hour.
Second year.....	29	" " "
Third year.....	30½	" " "
Fourth year.....	32	" " "
After fourth year.....	33½	" " "



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## (d) Brakemen, trolley men and baggagemen on those lines shall receive:

For the first six months.....	25	cents per hour.
For the second six months.....	26	" " "
For the second year.....	26½	" " "
For the third year.....	27½	" " "
For the fourth year and after.....	28½	" " "

## (e) Shop and barn wages:

Car cleaners.....	25	cents per hour.
Motor car repairers, armature winders' helpers, blacksmiths' helpers, carpenters' helpers, machinists' helpers and sawyers—		
First year.....	26	" " "
Second year.....	27½	" " "
Third year.....	29	" " "
Fourth year.....	30½	" " "
After fourth year.....	32	" " "
Freight car repairers.....	28	" " "
Freight car repairers' helpers.....	25	" " "
Freight car inspectors.....	30	" " "
Painters.....	39	" " "
Freight car and rough painters.....	29½	" " "
Brush hands.....	26	" " "
Carpenters.....	39	" " "
Freight car carpenters.....	33	" " "
Machinists.....	42½	" " "
Babbiter.....	33½	" " "
Trolley retriever repairer.....	35	" " "
Blacksmiths.....	42½	" " "
Car wire men.....	38	" " "
Air brake fitters.....	38	" " "
Armature winders, first class.....	42	" " "
Armature winders, second class.....	40	" " "
Armature winders, third class.....	38	" " "
Leading hands, while so acting, to receive beyond regular pay, 3 cents extra, per hour.		
APPRENTICES—		
First year.....	15	cents per hour.
Second year.....	18	" " "
Third year.....	22	" " "
Fourth year.....	27	" " "

## (f) Freight shed department:

Checkers.....	28	cents per hour.
Truckers.....	26	" " "

## (g) Maintenance-of-way men:

Track maintenance men—		
First nine months.....	24	cents per hour.
After nine months.....	25	" " "
Track greasers.....	25	" " "
Blacksmiths, same rate as shop blacksmiths.		

## (h) Meter men:

First year.....	28½	cents per hour.
Second year.....	30	" " "
Third year and after.....	31½	" " "

## (i) Employees paid monthly:

House light troublemen.....	\$87.50	per month.
Assistant house light troublemen.....	60.00	"
Baggageroom men (Vancouver).....	78.00	"
Baggageroom men (New Westminster).....	65.00	"
Teamsters.....	62.50	"
Interlocking tower men.....	60.00	"



## • WORKING CONDITIONS.

*Recognition of Association.*

1. The company recognizes the Employees' Union or Association and will not discriminate against any employee because of his connection with same. The company agrees that employees affected by this agreement should become members of the association in order that all questions and grievances may be dealt with by one head.

*Interference by Association.*

The association agrees that it will not in any way interfere with or limit the right of the company to discharge or discipline its employees for sufficient cause except for membership of the association.

*Dismissal for Inefficiency.*

3. The company shall have the absolute right to dismiss any employee for inefficiency provided an employee so dismissed shall have an appeal to the general manager, whose decision shall be final. On the hearing of such appeal the employee shall have the right, if he so desires, to have present one official of the association.

*Names of Employees: Advising Association.*

4. The company shall forward the names of all men entering their employ affected by this agreement to the secretaries of the divisions.

*Grievances.*

5. (a) Properly qualified officers of the association divisions shall be recognized by the company in discussing any grievance of any employee. Grievances will first be presented to the local manager or superintendent, and, if a satisfactory adjustment cannot be obtained, an appeal will be made to the general manager.

(b) Any employee suspended or dismissed for cause, and upon investigation not being proved guilty, shall be reinstated and paid for all time lost through such suspension or dismissal. Investigation of a charge in cases of suspension or dismissal shall be held as soon as possible thereafter. The suspended or dismissed employee shall be notified at least 24 hours in advance when and where to attend, and also be notified of the nature of the charge laid against him. He shall have the right to produce witnesses and evidence thereat, and also the privilege of having an officer of the association present, if he so desires. Final decision in all cases of suspension or dismissal shall be given as soon as possible after the hearing of the charge is closed.

(c) In the event of a decision given by the company under the foregoing section not being considered just and equitable by the association, the company agrees to refer same to a Board of Arbitration, which Board shall consist of one officer of the company and one officer of the association. These two shall select a third arbitrator or umpire, and in the event of disagreement, such umpire shall be appointed by a judge of the Supreme Court. The decision of the Board shall be final and binding on all parties. Each party shall bear the expenses of its own arbitrator, and the expenses of the umpire shall be borne equally by the parties hereto.



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(d) If an employee has been suspended or dismissed for any violation of duty constituting in the opinion of the company an indictable offence, then the company shall immediately inform such an employee to that effect, designating such violation, without being required to furnish the evidence in support thereof. If the association is not satisfied with such suspension or dismissal, it shall within seven (7) days notify the company in writing to that effect, and, if within seven (7) days after receiving such notice the company does not criminally prosecute the employee for such alleged violation, then such suspension or dismissal shall be subject to arbitration and dealt with under the foregoing sub-section.

It is understood that the provisions of this sub-section are not in any way to impair, affect or delay criminal proceedings being taken at any time against any employee.

6. In the event of an employee affected by this agreement being suspended by the association from membership of the association for just cause affecting his character or the performance of his duties towards the company or his fellow employees, the association shall have the right to report the fact of such suspension and the cause thereof to the company for such action as the company deems proper to take thereon, the association to have the right to be represented at the hearing. General manager to decide.

#### *Leave of Absence.*

7. Should the business of the division so increase that it becomes necessary to have a business agent, and an employee is appointed, then the company shall recognize the employee so appointed as such business agent, and he shall retain his seniority in the company's service and have access to the company's premises at all reasonable times.

8. Officers of the association shall be granted leave of absence on association business in so far as the regular operation of the service will permit, and shall be given precedence over any other applications for leave on the same day.

9. Any employee elected to office in the association which requires his absence from the company's employ shall retain his seniority rights, and shall upon his retirement from such office return to the company's employ.

#### *Rules and Regulations.*

10. All employees shall be governed by the rules and regulations established from time to time by the company, and shall also strictly observe all special orders bulletined or verbally conveyed by the officers of the company.

#### *Complaints to be in Writing.*

11. All complaints brought before the company must be in writing and the papers shall be open to inspection.

#### *Lost Property.*

12. Employees who turn into office of the company lost articles found on the cars or on the company's property, shall attach to same a tag provided for the purpose. The tag shall bear a brief description of the article, with the time and place of finding.



*Promotion.*

13. In accordance with the past policy of the company promotion will, as far as possible, and having due regard to the needs of the service, be governed by seniority and proficiency, but in all matters of promotion and appointments the company reserves the right of absolute freedom in selection. When vacancies occur, notice of same will be given on the bulletin boards so that employees may make application for position.

*Holidays.*

14. Monthly men shall be given ten days' holidays each year after one year's service, and shall be paid for same. Public holidays not included in the ten days.

*Payment of Wages.*

15. Payment of wages shall be made semi-monthly on the 8th and 23rd of each month, or as near thereto as practicable, having regard to Sundays and holidays. Shortages and omissions caused by the fault of the office staff shall be paid by special cheque if requested by the employee. A clerk shall be employed in the New Westminster office to deal with adjustments of wages of employees in interurban lines, Westminster city lines, and Westminster car shops.

*Concessions.*

16. (a) Any employee covered by this agreement will be entitled, on becoming a consumer, to gas concessions as heretofore and to purchase electric light from the company for the use of himself and his family only at four cents per kilowatt hour as measured by meter, and subject to such regulations for the use of same as the company may issue from time to time,—the company to install meters free and charge no rent for same.

(b) Free transportation shall be granted to all employees at all times over all lines within the city in which they are employed or over the interurban district in which they are employed. Under special circumstances the company may grant, upon request, a pass to an employee covering transportation between the nearest interurban station to his home and the place where he is employed, should he be living in a district where city car accommodation will not adequately cover his needs.

(c) Each employee shall be granted one round trip pass per week for himself, wife and members of his family wholly dependent on him, over Districts One, Two and Four, good on any day of such week, and four round trip passes per year over District Three or Saanich Line, good on any day except Saturday, Sunday or public holiday, or day preceding a public holiday.

(d) Any employee residing on the interurban lines shall be entitled to purchase settlers' tickets not exceeding thirty per month at half rate for his wife and the members of his family wholly dependent on him, unless this provision is contrary to law.

(e) Motorman and conductors' badges will cover transportation at all times over all lines.

(f) Any employee making wrongful use of any of the concessions granted by this clause or transferring them to persons not authorized to receive them, shall be dismissed from the service.



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*Present Working Conditions.*

17. Any working condition at present in force which is not specifically mentioned in this agreement and is not contrary to its intention shall continue in effect; provided that should any dispute arise as to the existence of any such working condition then the general manager shall decide the matter. If the decision is not satisfactory to the association then it shall have a right of appeal to a Board of Arbitration, to be constituted under and having all the powers outlined in Subsection (c) of Section 5 of this agreement.

## PART TWO—CITY AND SUBURBAN LINES.

*Motormen and Conductors—Overtime.*

18. (a) When a man is compelled to work over schedule running time, time and a half will be allowed up to 12 midnight, and double time after 12 midnight until he is relieved from duty. (This to apply to men working day runs.)

(b) Men working night runs, after finishing their run, shall be allowed time and a half up to 2 a.m., and double time thereafter until relieved from duty.

(c) When an extra man is required to work over 9½ hours, he shall receive time and a half up to 12 hours, and double time thereafter until relieved from duty.

19. Men working owl runs shall be allowed time and a half after running time up to twelve (12) hours, and double time after twelve (12) hours until relieved from duty.

*Nine Hour Day.*

20. Nine hours to constitute a day's work and shall be observed as far as operating conditions permit. When operating conditions necessitate a longer schedule time than nine hours and thirty minutes on some runs, no overtime is to be allowed for such additional thirty minutes, but beyond 9 hours and 30 minutes overtime shall be paid.

*Breaking in New Men.*

21. The company shall pay extra to conductors and motormen for breaking in new men at the rate of 25 cents per day. Men breaking in new men shall have served at least one year in the service, and will be selected by the company in accordance with their efficiency.

*Reporting Time.*

22. Conductors and motormen booked out on runs before 8 o'clock in the morning, who are required to report for duty ten minutes before the time shown on the running sheet, will be paid for this additional ten minutes' time. If they are booked out for first run of the day after 8 o'clock and in like manner requested to report ten minutes beforehand they shall be paid for five minutes additional.

*Box Time.*

23. Conductors shall be paid box time according to schedule running time from place where box is received to relief point and from relief point to place where box is delivered up.



*Uniforms.*

24. Each regular conductor and motorman, if required by the company, shall wear uniform and cap while on duty, and the company shall provide such employee with one full uniform including cap each year. The cost of said uniform and cap to be in so far as contributions by the company are concerned based upon a fixed price that shall be agreed upon by the company and the association. The company's contribution shall be one-half of said fixed price.

Union scale of wages for making the uniforms will prevail.

In the event of any employee damaging or destroying his uniform in the execution of his duty the company will make good the damage or supply free an extra uniform if the case warrants. Any employee who has been in the employ of the company for six months and has had a uniform for three months shall upon leaving the company's service not be required to pay more than one-half the cost of such uniform. (This section shall also apply to interurban lines.)

25. Conductors' changers to be furnished by the company and to remain the property of the company.

*Minimum Age.*

26. No new men shall be employed as conductors or motormen who are under the age of 21 years.

*Extra List.*

27. The company shall endeavour to maintain at all times an adequate and proper extra list, up to 20 per cent of the regular men if the obtaining of them is practicable. No motorman or conductor after finishing a run shall be required to do extra work if there are any competent men available, and the company will endeavour at all times to provide a sufficient number of extra men, so that any motorman or conductor will not be required to work over schedule running time.

*Change Money.*

28. All conductors on passenger runs shall be supplied with up to \$30.00 change money according to the necessities of their run.

*Work Trains and Line Cars.*

29. All regular work trains shall be operated by a fully qualified crew, and each line car shall be operated by a fully qualified motorman. Such crews shall sign on a special sheet for a period of six months, from July 1 to December 31, and from January 1 to June 30. Provided, however, the company reserves the right to withdraw any car or cars referred to in this clause, whereupon the crews signed for any car so withdrawn shall be assigned to duty in their proper position in the passenger service and a new running sheet posted if necessary. And further provided, that crews signed as above if not required for work train or line car service on any day, may be assigned to duty in the passenger service by the superintendent for the day or days said work train or line car is temporarily out of service. The company to put on a pilot when necessary on interurban lines. Superintendent to decide.



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*Limit of Day Runs.*

30. As far as practicable all day runs starting before 7 a.m. shall finish not later than 6.30 p.m.

*Temporary Change of Work.*

31. Men compulsorily taken from their runs and put into temporary positions shall be paid the same rate as they would be paid on their respective runs, and shall not have their wages reduced owing to shortage of hours.

*Running Sheets.*

32. A new running sheet for Vancouver City and suburban cars, also for Victoria, New Westminster and North Vancouver shall be posted every two months, and shall be signed up within five days of posting. Each new running sheet shall take effect on first day of the month. Provided, however, the company reserves the right to extend the time for bringing a new running schedule into effect if foggy weather or other exceptional conditions prevail.

The company is to have the right to change the running sheet during Exhibition week or on holidays or in the event of an unforeseen occurrence happening, which so interferes with traffic as to require a change. If the change at any time exceeds one week then the company shall post a new running sheet.

*Leave of Absence.*

33. Leave of absence to motormen and conductors shall be granted by the traffic superintendent on application in so far as the proper operation and conduct of the service will permit. Men absent on account of sickness shall notify their superintendent when desirous of returning to duty, not later than one o'clock p.m. of the preceding day, and shall be restored to the former run held by them when taken ill, unless there has been a change in the run list. Men on leave of absence shall be booked for their run without this requirement at expiration of leave, if leave is not more than seven days.

*Limit of Night Runs.*

34. As far as practicable no night runs to extend over a period of 13 hours.

*Travelling Time.*

35. Any motorman not signing up on regular running sheet shall be paid travelling time to and from any run where relief is made ten minutes or more from car barn.

*Heating Front Vestibule.*

36. The system of heating front vestibule to be as at present unless the company decides to improve thereon.

*Lavatories.*

37. Lavatories shall be provided at the most suitable terminal of each line as far as practicable. Such lavatories shall be kept in a sanitary condition and be equipped with a serviceable lock and key.



*Lockers.*

38. Lockers to be provided where this arrangement is not already in effect as far as practicable.

## PART THREE—INTERURBAN LINES.

## DISTRICTS 1 AND 4, AND SAANICH DISTRICT.

*Regular Runs, Sign-Up.*

39. Regular runs will be signed up as follows:

Passenger service 90 days, freight service six months. In the event of a trainman refusing to accept any particular run to which he is entitled he will lose his rights to the run until it again becomes vacant, or change of time table.

*Regular Men, Sign-Up.*

40. A regular man will hold rights entitling him to sign-up as per paragraph "39."

*Road Crew.*

41. A road crew consists in each instance of the number hereafter designated.

*Work Train Crew.*

42. Work train crews to consist of conductor, motorman, and at least one brakeman and trolleyman.

*Line Car Crew.*

43. Line car will be classed under work train basis. Line car crew consists of conductor and motorman.

*Road Crew, Freight Service.*

44. Road crews in freight service when handling from one to five cars in addition to the locomotive will consist of conductor, motorman, one brakeman and trolleyman.

When handling more than five cars in addition to the locomotive the road crew will consist of conductor, motorman, two brakemen and trolleyman.

*Freight and Work Trains, Minimum Pay.*

45. Freight and work trains regularly set up, not less than 26 calendar working days to constitute a month at any service, and must be paid a proportionate rate for number of days held in service.

*Sunday Leave, Work Train Crews.*

46. Sundays. Trainmen assigned to work train service will not be considered absent from duty from time work is through on Saturday night until usual starting time Monday morning, unless notified in writing before they are laid up on Saturday night that they will be required. If so notified and not used they will be paid five hours, at work train rates. Trainmen will be allowed



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to go home for Sunday if train service will permit and will not interfere with the train service.

*Way Freight, Etc., Crews.*

47. A way freight, express or baggage motor crew to consist of at least one motorman, one conductor and one brakeman, except where business is light when crew may if consistent with safety, be composed of a conductor and a motorman. Superintendent to decide.

*Way Freight or Milk, Unduly Heavy.*

48. If the work on any way freight or milk train is unduly heavy it will be lightened by employing additional men. Superintendent to decide.

PASSENGER SERVICE.

*Passenger Crews, One Car.*

49. A passenger crew for one car consists of at least one motorman and one conductor.

50. A passenger crew for more than one car consists of at least one motorman, one conductor and one brakeman. The company to put on extra men when needed. Superintendent to decide.

*Passenger Crews, Two Cars.*

51. Passenger trains of two cars, one brakeman in addition to conductor and motorman. All other passenger trains to be manned as safety and traffic demand. Superintendent to decide.

*Trainman, Definition of.*

52. The term "trainman" means a man employed by the company exclusively for service as a conductor, motorman, brakeman or trolleyman and shown on its lists and records as having been assigned to either the passenger service or the freight service, permanently as such.

*Home Terminal, District Two.*

53. Vancouver shall be known as the home terminal on District Two, whilst present conditions remain unchanged.

*Overtime.*

54. (a) When a man holding a regular passenger run is compelled to work over ten (10) hours, he will receive time and one-half up to sixteen (16) hours and double time after sixteen (16) hours until relieved from duty.

(b) Men holding freight, work train or extra runs if compelled to work over ten (10) hours shall receive time and one-half up to sixteen (16) hours and double time after sixteen (16) hours until relieved from duty.

*Night Men, Extra Allowance.*

(c) All night men engaged in freight service in District One (1) shall be allowed 2 cents per hour extra over and above wages paid to day men. Night is defined to be from 6 p.m. to 6 a.m.



*10-Hour Day.*

55. (a) The rate of wages shall be based on a day's work of ten (10) hours.

*Reporting Time.*

(b) Fifteen minutes shall be allowed for reporting time for all service in Districts 1 and 4, also on Saanich District at present.

*Runs Less Than Ten Hours.*

(c) When schedule runs do not consume ten (10) working hours except as herein otherwise provided, company reserved the right to assign crews holding such runs further duties as required to complete full day's work, it being provided, however, that such further duties shall be specified when runs are advertised. No freight work to be included.

*Relief for Trainmen.*

56. In the event of a trainman requiring relief the company will furnish such relief so long as there are extra competent trainmen not working, and company will be advised at 4 p.m. of day previous such relief is required, in order to arrange such reliefs, except in cases of emergency.

Reliefs will be granted in the order in which applications are received; all things being equal, regular men will have preference.

*Rest for Trainmen.*

57. After sixteen (16) hours' duty a trainman may claim eight (8) hours' rest.

*Regular Runs, Period Of.*

58. In so far as service demands and working conditions will permit, all regular runs shall be completed within thirteen (13) hours of commencement of first shift.

In the event of a run not being completed within thirteen (13) hours all such time over thirteen (13) hours shall be computed as working time at straight time, and shall be paid for as such.

*Extra Men, Minimum Pay.*

59. Extra trainmen called for duty which entails switching movements in and about any terminal yard, shop, station or other point on the system, shall receive pay for actual time on duty, provided they shall be allowed for any such duty not less than two (2) such full hours.

Extra trainmen called for duty involving road movements shall receive pay for actual time on duty provided that allowance for such extra duty shall not be paid less than two (2) hours.

*Extra Men, First In, First Out.*

60. (a) Extra men to be arranged as follows: First in, first out, unless a run be known to be open for six days or longer, then senior spare men will be entitled to such run. If run around avoidably men will be allowed quarter



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of a day and stand first out. When the run is known to be open for thirty (30) days or longer regular men will take it, if desired.

*Day Men, Lay-off.*

(b) If senior day man lays off for six days or longer, senior night man will be entitled to take run, and if he does not desire it, next senior night man will be entitled to take such run, and senior spare man will take night man's run.

*Day Run, Definition.*

(c) Day run to be classed as any run ending at 6.30 p.m.

*Extra Crews, Calling for Duty.*

(d) All extra men to be called at places of residence for duty if place of residence is within one mile from terminal. Extra board to be placed in the trainmaster's office.

*Students' Pay.*

61. Students whilst breaking in as trainmen shall be paid at least one dollar per day during probation provided that they qualify within fourteen days.

*Freight Crews, Sign-up.*

62. All road crews in freight service shall sign-up for runs as follows:

- A conductor in charge of train.
- A motorman in charge of motor.
- A rear brakeman.
- A trolleyman.
- A head brakeman according to seniority.

*Meals, Allowance Time.*

63. Trainmen on duty shall be allowed time not to exceed thirty (30) minutes for meals, when detained from home terminal in any capacity, and shall be paid for time so consumed. Dispatcher's permission must be obtained.

*Pilots.*

64. (a) When a train is being operated over any district other than that over which the crew operating the train is acquainted with the physical characteristics or running rules of such district, qualified trainman will be supplied as pilot. Pilots will be paid same rate as their seniority entitles them to as conductor.

*Trains Running Over Two Districts.*

(b) Where trains are operated over two or more districts or lines, such runs shall be pro-rated among such districts, on a mileage basis as deemed fair by the superintendent, who will hear claims of such districts in connection with such distribution. Trainmen of each district will be tendered the through runs assigned to such districts in accordance with seniority, and the judgment of said superintendent as to competence, as above set forth.



*Qualified Trainmen to Operate Trains.*

65. No employee not a qualified trainman shall be allowed to operate a train on any district, unless absolutely necessary.

*Change Money.*

66. Conductors shall be provided with fifteen dollars (\$15.00) change money for passenger work.

*Trip Reports.*

67. Where trip reports detain conductors after day's work they will be paid reasonable time for same.

*Dead-heading.*

68. Trainmen dead-heading will be paid actual time to and from home terminal.

*Trains Annulled.*

69. When trainmen appear for duty and train is annulled they will be allowed two and one-half hours and stand first out. When train is annulled, conductor will be notified in writing.

*Men Taken Off Regular Run.*

70. A trainman taken from his regular run to other duty shall receive not less than the same compensation as on his regular run.

*Seniority.*

71. Runs shall be awarded to qualified trainmen in accordance with their seniority on the district on which they are employed.

*Shortages in Pay.*

72. Trainmen will be notified when time is not allowed as per time slips with reasons therefor, and shortages and omissions in pay will be paid by time card if requested by trainmen.

*Seniority.*

73. Trainmen's seniority shall commence from time application is accepted, and same shall be furnished to association if desired.

*Leave of Absence.*

74. (a) Leave of absence to trainmen shall be granted by the superintendent or trainmaster on application in so far as the proper operation and conduct of the service will permit.

*Reporting After Lay-off.*

(b) Trainmen after laying off shall report for duty at 2 p.m. the day before he desires to resume duty; otherwise, shall not be entered on the board for his regular run.



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*Sickness, Etc.*

(c) Trainmen sick or unfit for duty will register in proper book, and when they book O.K. for duty again they will take their regular run.

*Competent Brakemen.*

75. One brakeman on each train or car must be competent and have at least four (4) months' experience as such, and the same or other brakeman must be acquainted with the road. A conductor will not be required to take out a brakeman who is found to be incompetent more than one round trip unless his alleged incompetency on investigation is disproved.

*Bad Order Cars.*

76. Trainmen will not be compelled to handle "bad order" cars in train, draft gear of which is defective, and requires to be changed, further than to take care of perishable freight or live stock that may become disabled en route to the first terminal. Under no circumstances will trainmen be compelled to handle cars behind van other than official cars.

*Expenses.*

77. Trainmen held off on company's business by order of the company's officials will be paid schedule rates for time lost, and will be reimbursed reasonable expenses when away from home.

Like rates and expenses shall be paid to trainmen when compelled to attend inquests or courts on subpoena requested or procured by the company's officers, the company to receive and retain any witness fees payable.

*Discharge or Resignation.*

78. When a trainman is discharged, or resigns, he will as soon as practicable be paid and given a certificate stating the term of service and in what capacity he was employed, three days to be considered sufficient, if held longer he will be paid ten (10) hours per day at the rate he was receiving.

*Exchange of Runs.*

79. In the event of a trainman signing up on freight or shunters becoming incapacitated through accident or sickness to work on freight service, he shall be allowed to exchange places with senior man, who has signed freight list, and the respective runs for length of sign up, subject to the approval of the company.

*Extra Work and Extra Men.*

80. Regular crews after finishing their run will not be required to do extra work if there are extra men available.

The company will endeavour at all times to provide sufficient number of extra men so that regular men will not be required to do such extra work.

*Seniority List.*

81. Seniority list of trainmen will be posted up every six months.



*Double-heading Freight Trains.*

83. It is not the intention of the company to adopt the plan of double-heading freight trains.

*Vans. Abandoning.*

84. When vans are used trainmen will not be compelled to abandon their vans between terminals. This refers to freight service only.

*Baggage Cars.*

86. Manning of baggage cars will be made from the ranks of brakemen in their seniority.

*Brakemen, Examinations.*

87. Senior brakemen will be required to pass their examination for conductor in turn. Brakemen refusing their promotion to conductor or failing to qualify for same will in failing rate junior to the men who had qualified ahead of him. This clause will apply to trolley men also.

*Lay Away From Home Terminal.*

88. Twelve (12) hours will be considered long enough to keep crews lying at terminals other than their home terminal, and the company will make every effort to prevent this time being exceeded.

*Ice Houses.*

89. At all points where company's ice houses are located train crew will be allowed ice for their van.

*Way Freight, Extra Help.*

90. For way freights beyond the reasonable capacity of the train crew to handle, the company shall furnish such necessary extra help, and in such manner as the superintendent shall decide.

*Switching Trains With Van Attached.*

91. Switchmen must not switch trains with van attached.

## PART FOUR—SHOP AND BARN DEPARTMENTS.

*Night Men.*

92. (a) All mechanics and mechanics' helpers in mechanical department to receive 5 cents per hour additional to regular rate received by them on regular day work.

(b) All vacancies for day work to be recruited from night men, seniority to govern, except that the superintendent may, on account of a man being more proficient for a particular work, be entitled to ignore this right of seniority.



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*Overtime.*

93. Painters, carpenters, machinists, blacksmiths, armature winders, car repairers and all other shop employees employed on day shift except car cleaners, to receive time and a half after 5 p.m., and from 12 noon until 5 p.m. on Saturdays, and double time from 10 p.m. until 7 a.m. or longer if compulsorily employed, and after 5 p.m. Saturdays, also double time on Sundays and holidays. Extra duty involving overtime to be taken by employees in rotation as far as it may be convenient.

Holidays shall be as follows: Sundays, New Year's Day, Good Friday, Victoria Day, Dominion Day, Labour Day, Thanksgiving Day and Christmas Day. Provided, that the foregoing shall not debar the company from calling on any employee to work at any time or times, to enable the company to operate any emergencies which may arise, and that such employee called upon to work on Sunday or statutory holidays or for emergency night calls shall not be paid less than four hours and a half straight time. Notice of emergency calls to be given as early as possible.

*Six-day Week.*

94. Car maintenance men to work six days per week on night shift at the discretion of the company for nine hours per day at straight time. Any time worked in excess of the nine hours to be paid for at the rate of time and a half for first five hours and double time for any further period until relieved from duty. Double time also will be paid on the seventh day should an employee be required to work more than six days in the week. The company shall arrange for the day off per week to be taken at the time or times most convenient to the running of its business. As large a proportion as possible of the employees shall have their day off at week-ends, and provision will be made that employees shall have their leave at week-ends in turns.

For the purpose of this clause, the expression "car maintenance men" includes all mechanics and other employees, including car cleaners, necessary in the car barns, who are engaged in those routine duties necessitated by the running of a car service.

*Travelling Time.*

95. Any man called to work in outside places from his own shop shall receive time for going to and coming from such places, also free transportation, except in the case of a man being transferred from one shop or barn to another for a period exceeding seven days.

96. When men are called to places where food is not readily obtainable, they shall not be required to work more than seven hours without meals being supplied by the company.

97. When men engaged in car barns at New Westminster are required to move interurban cars from such barns to the depot, there shall not be less than two men in service on a car or cars.

*Reduction of Staff.*

98. On reduction of staff through slackness of work, last on, first off; last off, first on, and a man shall not be considered a new man in restarting. Men on being laid off under this clause shall leave an address with the company. Not less than forty-eight (48) hours' notice of resumption of work shall be given by



the company to the men by mailing advice to such addresses. If men do not appear to resume their positions, same shall be deemed to be vacated.

In the event of slackness of work in car shops and barns, the hours shall be reduced proportionately, in preference to the laying off of men.

*Blacksmiths' Helpers.*

99. Blacksmiths to have own regular helpers as far as circumstances will allow.

*Leave of Absence.*

100. Employees in mechanical department shall be granted leave of absence on application to their respective foremen or superintendents, where such leave of absence does not exceed one week, in so far as the proper operation of the shops will permit. Three months' leave of absence shall be granted, if desired, after one year's service. After three years' service the leave shall extend to one month per year, if not previously taken. Leave granted for the business of the association shall not be included in the foregoing.

*Tools.*

101. Car repairers to be supplied with all tools. Carpenters to be supplied with machinists' hammer and monkey wrench and bits for repair work when required.

*Lateness in Reporting.*

102. All employees in mechanical staff who are unable to report for work at specified time for good and valid reasons shall be allowed to start half an hour or one hour later. Superintendent to decide.

*Lavatory Accommodation, Etc.*

103. Suitable toilet and lavatory accommodation to be provided. Mess-room accommodation so far as practicable.

*First Aid Men.*

104. The company shall name and appoint competent first aid men to take charge of first aid work and boxes at each barn and department.

*Employment Application Form.*

105. All candidates making application shall only be required to state their last three employers on application employment form.

*Apprentices, Transference or Dismissal.*

106. Any apprentice who, having served one year, in the opinion of the shop foreman shows no aptitude for acquiring the trade, will be transferred or dismissed, and all obligations accepted by the company will of necessity be forfeited.

*Definition of Trades Mechanics.*

107. Men who have served an apprenticeship or had four years or over varied experience in the separate trades or callings as described in the next four



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succeeding paragraphs shall be termed mechanics, and any men doing work which generally is accepted in Vancouver, New Westminster and Victoria as mechanics' work, shall be paid at the minimum rate of pay, and the company will not employ semi-skilled men for mechanics' work or have helpers do mechanics' work or any part thereof.

*Machinists.*

108. Men who have served an apprenticeship or had four years or over varied experience in the operating of lathes, planing, slotting, milling, shaping and tyre-boring machines or other machine tools, and fitters who are capable of fitting up, assembling and repairing the various parts or details of engines or locomotives, stationary, marine, or any kind of machine or machine tools, and vise work generally, shall be designated as machinists.

*Blacksmiths.*

109. Any man who has served an apprenticeship of four years or who has had four years' varied experience at the blacksmith trade, and who, by his skill and experience, is qualified and capable of taking a piece of work, and, with the use of drawings and blue prints or from instructions, can transmit work to successful completion within a reasonable length of time, shall be considered a blacksmith.

*Apprentices.*

110. Boys serving an apprenticeship to learn the trade shall be designated apprentices. Any boy hereafter engaging himself to learn any mechanical trade shall be over 16 and under 21 years of age, must serve not less than four years, must be able to read and write English and know the first four rules of arithmetic.

*Machinists' Helpers.*

111. The number of apprentices in the case of machinists shall be one for the shop and one for every four machinists employed. Helpers will not be advanced to the work of machinists, and when used in connection with machinists' work will work under the direction of a machinist.

*Carpenters.*

112. Any man who has served an apprenticeship of four years or who has had four years' varied experience at the carpenter trade, and who by his skill and experience is qualified and capable of taking a piece of wood and, with the use of drawings and blue prints or from instructions, can transmit such work to successful completion within a reasonable time, shall be considered a carpenter.

*Freight Carpenters.*

113. Any man who shall prove qualified to make satisfactory carpenter repairs to freight car bodies of any class, steel frame work excepted, wherein skill required for joiner or cabinet work is not necessary, and who can perform same within reasonable time shall be considered a freight carpenter.

*Painters.*

114. Any man who has served an apprenticeship of four years, or who has had four years' varied experience at the painter's trade, and who by his skill



and experience is qualified to mix and blend paints to the colors required by specifications, or otherwise, and who can perform successfully within a reasonable time the work usually performed by a skilled painter, shall be considered a painter.

*Freight Car and Rough Painters.*

115. Any man who can prove his qualifications to satisfactorily apply paint to freight car bodies and work of this class, and who can perform same within reasonable time shall be considered a freight car or rough painter.

*Brush Hands.*

116. Any man who by his qualifications can satisfactorily clean work preparatory to being painted, and also apply paint in a satisfactory manner to parts of car not requiring high-grade or varnish finish such as floors, outside roof, bottom of car, window guards, fenders and piping, shall be considered a brush hand.

*Air-brake Fitters.*

117. Any man who has full knowledge of all pertaining to the mechanical side of air-brake equipment, and capable of repairing any part of same, shall be considered an air-brake fitter.

*Armature Winders.*

118. Any man who is qualified by his skill and experience to satisfactorily repair motor armatures and re-wind same shall be considered an armature winder of one of the classes mentioned below, depending upon the number of years' service he may have given in any armature room of recognized standing:

First-class—One who has served four years or more in an armature room.

Second-class—One who has served three years or more in an armature room.

Third-class—One who has served less than three years in an armature room.

*Blacksmiths' Helpers.*

119. A blacksmiths' helper shall be permitted to have a fire after he has worked two years continuously in the shop where he is employed, provided there is a vacancy; seniority and competency to govern such advancement. An advanced helper shall agree to work for a term of three years, and each year shall receive an advance of 3 cents per hour, but not to exceed the minimum rate paid to blacksmiths. After three months' trial, should he prove incompetent, he may be reduced to helper. It will be the duty of the foreman to advance apprentices and advanced helpers in all branches of their respective trades. The number of advanced blacksmiths' helpers or blacksmiths' apprentices shall not exceed the ratio of one to five blacksmiths.

PART FIVE—TRACK MAINTENANCE MEN.

*Definition.*

120. The term "Track Maintenance Men" means employees who take their orders from the roadmaster or track foreman, and whose duties are to maintain the track in safe condition for operation.



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*Number of Working Hours.*

121. Nine hours shall constitute a day's work.

*Overtime.*

122. If the men are required to work in excess of the above decided time they shall be paid time and a half for overtime up to 12 midnight and double time from 12 midnight until relieved from duty, also double time on Sundays and statutory holidays.

*Emergency Work—Minimum Pay.*

123. If called out on emergency work, men shall be paid not less than four and one-half hours' straight time; no man to be required to work for longer period than seven hours without meals, to be provided by the company.

*Payment From Assembling Points.*

124. Men to be paid time from assembling points to and from work.

*Section Houses.*

125. Section houses to be provided when circumstances warrant as soon as practicable.

*Reduction of Staff.*

126. List of maintenance-of-way men to be kept by the company. If through slackness of work a lay-off becomes necessary, men shall be laid off in the following order: Last on, first off; last off, first on. When men are needed, the fact to be bulletined. Clause "98" to apply in so far as it relates to notices being sent for resumption of work. Provided that in moving men from one gang to another gang preference shall be given to married men, so that they shall not be moved further from their home. In addition to the separate seniority lists at present in effect with respect to different districts there shall be a separate seniority list for District 2.

*Bulletining Vacancies.*

127. All vacancies for promotion amongst track maintenance men to be bulletined.

128. If men are taken from shops to do blacksmiths' work or blacksmiths' helpers' work on maintenance of way, they shall receive regular shop schedule wages.

## PART SIX—FREIGHT SHED DEPARTMENT.

*Freight Shed Department.*

129. Ten (10) hours shall constitute a day's work; hours to be from 7 a.m. to 12 noon, and 1 p.m. to 6 p.m.

130. Lay-offs to be governed by Clause "126."

131. Three months' employment to constitute a regular man.



132. All overtime to be paid at the rate of time and one-half till midnight and double time thereafter till relieved. Any time worked on Sundays or statutory holidays to be paid double time, each man to work in turn.

133. Concessions allowed to monthly employees (in addition to holidays) as provided in Section 16 and for free transportation to all employees in this department as provided in Section 16.

#### PART SEVEN—METER DEPARTMENT.

134. (a) Nine hours to constitute a day's work. This to apply to auto drivers in meter department also.

(b) Overtime rates to be same as in shop and barn departments.

(c) As to meter men the principle of seniority shall apply in this department as in shop and barn departments.

#### TEXT OF MINORITY REPORT.

In the matter of "Industrial Disputes Investigation Act, 1907," and in the matter of differences between the British Columbia Electric Railway Company, Limited, and the Amalgamated Association of Street and Electric Railway Employees of Canada.

To the Honourable T. W. Crothers, K.C.,  
Minister of Labour,  
Ottawa, Canada.

DEAR SIR,—With regret I report that I have been unable to agree with my colleagues on the Board of Conciliation appointed to investigate the differences between the British Columbia Electric Railway and that portion of its employees who are members of the Amalgamated Association of Street and Electric Railway Employees on the question of wages. As neither side has agreed to accept the decision, the proceedings cannot be dignified as an arbitration, but merely as a Board appointed by the Government at the request of the company in compliance with the provisions of the Industrial Disputes and Conciliation Act.

The company applied for a reduction of wages of all employees covered by the agreement, amounting to 15 per cent, and based its claim on three principal grounds, as follows:

- (1) "Because of the general depression in the country and district and universal reduction of wages."
- (2) "The company's inability to pay the present rates."
- (3) "Because the cost of living is less than it was in 1913."

While I am not aware of the precise reasons for the decision, my colleagues have decided to recommend a general reduction of wages amounting, in the case of the motormen and conductors, who comprise 75 per cent of the employees, to 8.57 per cent on the fifth year rating of 35 cents per hour and a slightly lower rate for those below the maximum pay. The shop and barn employees and miscellaneous classifications, with a few exceptions, are to receive reductions ranging from 5 to 26 per cent.



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Taking the reasons given by the company in the order of their value, from the company's viewpoint, the first to be considered is the "general depression and universal reduction of wages." That there is a depression is admitted, but before asking for a reduction of wages on that ground, should not the company, which has a monopoly of gas, light, power and, until the jitney entered the field, of electric transportation, reduce its charges to the consumer? It may be argued that the company has already reduced its fares, but this is due to competition and a reference to the back of the new tickets will show that there is no guarantee of permanency to the reduction. On the other hand, it will be remembered that the company increased its fares during 1913 and maintained the higher rate until the competition of the jitney compelled a reduction or loss of traffic. During the investigation it was brought out that the company does not manufacture electrical energy itself, but purchases from one of its subsidiary companies, the Vancouver Power Company, at the rate of 1 cent per K.W.H. It also developed, in response to questions by myself, that the company purchases power from its alleged competitor, the Western Canada Power Company, at a rate of three-tenths of 1 cent per K.W.H., and from the 1913 report of the company I learn that the agreement with the Western Canada Power Company covers a period of 20 years. As the company purchases for less than one-third from its competitor what it pays its own subsidiary company, and it is extremely unlikely that the Western Canada Power Company would make an agreement to sell for a period of 20 years at a loss, it is an indication that the subsidiary company is receiving the full value of its produce. Buying for three-tenths of one cent and selling for eleven cents, I cannot see why the company should be permitted to take advantage of depression conditions until it gives its customers the privilege of doing so, particularly as in some of the cities quoted by the company as paying lower rates of wages, namely Winnipeg and Seattle, the rates for light are 3 and 5½ cents respectively.

On its claim that wages have been universally reduced in this district, the company has not, in my opinion, made out a case. Wholesale and retail merchants and lumber mills have reduced, also the building trades, but these trades have all received increases since 1910, the date of the last increase to the employees of the British Columbia Electric Railway. Then, of course, there is no building going on and it is easy to reduce wages when there are no employees. The company produced Mr. Tinney, who confirmed the cut in the wages of building trades workmen, but admitted that since he had cut wages he had not had a single job. On the other hand, wages have not been reduced by the Canadian Pacific Railway, or in the tailoring, printing, engineering, brewing, and a number of other miscellaneous trades in the city and district.

Speaking of street railways, wages have been reduced in Saskatoon, Edmonton, Regina and Calgary, but after the reductions are taken into consideration, the average rates still remain higher than those paid by the B. C. Electric Railway for similar occupations.

"The company's inability to pay" is the second reason the company advances for requiring a reduction. Because the electric lines are operating at a loss is urged as a reason why the men should work for less wages. Carrying that argument to its obvious conclusion, if the operating loss amounted to as much as the wage bill, the men would then be required to work for nothing! The company has charged approximately \$45,000,000 to capital account, and of this amount some \$21,000,000 has been invested in electric railway track and equipment. A considerable portion of this amount has been expended in the construction of new lines into sparsely settled districts, with franchises extending over a period of forty years, and because these lines are now unproductive



cannot be charged to the employees who are in no way responsible for the finances, policies, or expenditures of the company, and should not now be asked to bear the shareholders' burden when they were not permitted to partake of the benefits accruing to the company through the exceptionally busy period the district has gone through during the past ten years. According to the representatives of the employees, the company has always pleaded poverty, and to such good purpose that the Board which sat in 1913, when the men were asking for increases, after setting forth other reasons for refusing to accede, used the following language:

"If ability to pay is to be taken into consideration, it need only be pointed out that the British Columbia Electric Railway Company, Limited, is paying 4½ per cent on its common stock, which is surely not an exorbitant return on the investment.

"For these reasons, the undersigned feel compelled to refuse to increase the maximum."

The company denies that it pleaded poverty in 1913 and insists that the Hon. Mr. Justice Murphy and Mr. H. O. Alexander were in error in using the foregoing language in their report, a statement I find difficulty in accepting, as both are men of legal training and skilled, through judicial experience, in making accurate notes of evidence.

As a matter of fact, the company, according to the evidence of its controller, has for many years paid 8 per cent on its common stock; has paid all debenture charges to date; paid its London Board of Directors \$29,023.38 in fees during the fiscal year ending June, 1914; expended \$35,722.46 on London office expenses for the same period, and in addition accumulated a reserve fund of \$5,314,258.60.

If ability to pay is a factor to-day, then it was just as much a factor in 1913, and as Mr. Justice Murphy accepted it as such it is reasonable to assume that he would have given an increase if proper information regarding the company's finances had been available.

The final argument of the company is that the cost of living has decreased 18.17 per cent since 1913, due to a heavy reduction of rent, and that the men, because they can now live for less, should accept lower wages. The cost of living argument, if it is to be considered in fixing wages, should not be limited to the past two years, but should cover the period from 1910, the date the men received their last increase by arrangement with the company and without the intervention of a Board. It is, I think, a fair assumption that the rates fixed at that time, by mutual agreement, should be a satisfactory basis from which to start, because the representatives of the employees offered, during the proceedings before the present Board, to accept the 1910 agreement, contending that as the 1913 Board had found that the cost of living had increased approximately 16 per cent, that any reduction at the present time in the cost of living, due to reductions in rent, merely served to equalize, for that portion of the men affected who were able to take advantage of it, the handicap the men had been under since 1910 through a continual increase from 1910 to 1914 without a corresponding increase in earnings.

During the hearing much evidence was heard on the cost of living, but it was not contended that the cost is lower now than in 1910, and I do not agree that the company has made out a case that entitles it to a decrease on the grounds of decreased cost of living.



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The Board heard considerable evidence and argument on the question of concessions, meaning lower rates for gas and lighting and passes given the employees and their families over the company's system, it being alleged by the company that these concessions to the employees were worth 21½ cents per hour. Without consulting the employees, I offered to exchange the concessions for the sum of 21½ cents per hour, the valuation the company had placed upon them, but my offer was not accepted by my colleagues.

The employees' representatives stated during the hearings that the company had greatly increased the speed of the cars, to such an extent that they are now running in excess of the speed allowed by either the company's Vancouver City franchise or the Provincial Tramways Act. In fact, if the cars covered the routes without a single stop, they would still be compelled to exceed the legal rate of speed. Asked what was the maximum speed allowed, the company's representatives stated "there is no maximum." The men claim that by increasing the speed the nervous strain on the carmen is increased and that they are placed in a bad position legally in the case of fatal accidents. If they are required to take the physical risks, the company should be prepared to at least pay the same rates of wages as heretofore.

The supply and demand argument is one that I do not think the Board has any right to consider, first, for the reason that no evidence was heard on that point, and second, that the award of the majority of the Board is not necessarily to be accepted by either party and that the company and the employees should alone consider that point when endeavouring to arrive at an amicable solution of the dispute.

For the reasons stated I dissent from the award recommending a reduction of wages for the employees and would recommend a continuance of the wage scale at present in force.

Dated at Vancouver, August 23rd, A.D. 1915.

(Sgd.) JAS. H. McVETY,

*Board Member appointed on recommendation of the Employees.*

#### WORKING AGREEMENT EFFECTED.

As mentioned in the introductory paragraphs of this article, negotiations followed the issuance of the Board's report, as a result of which a working agreement was effected. Modifications in the terms of the report were effected on three points: (1) the terms of union recognition; (2) date of termination of working agreement; (3) minor wage concessions.

The clause relating to union recognition as appearing in the draft working agreement contained in the Board's findings was as follows:

"The company recognizes the employees' union or association, and will not discriminate against any employee because of his connection with the same. The company agrees that employees affected by this agreement should become members of the association in order that all questions and grievances may be dealt with by one head."

The clause as amended and included in the working agreement reads as follows:



“The company recognizes the employees’ union or association, and will not discriminate against any employee because of his connection with the same. The company agrees that all employees affected by this agreement shall become and remain members of the association in order that all questions and grievances may be dealt with by one head.

“The mere fact, however, that an employee has ceased to be a member of the employees’ union or association shall not entitle the said employees’ union or association to demand such employees’ dismissal from the company’s service, but the question of whether such employee should be dismissed from the company’s service shall be referred to the general manager for decision, and in the event of his decision not being considered just and equitable by the employees’ union or association the company agrees to refer such question to arbitration.”

With respect to the question of the period during which the working agreement should remain effective, the Board had recommended a period of twenty-two months, the men urging a shorter period. It was finally agreed that “the term of the agreement shall be until six months after the close of the war; to be not less than twelve months nor more than twenty-two months, dating from September 1, 1915.”

A wage modification was made on one point, the trackmen’s rate being advanced from twenty-five cents to twenty-six cents per hour. About twenty-seven men are affected by the change.



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IX.—APPLICATION FROM EMPLOYEES OF THE GRAND TRUNK PACIFIC RAILWAY COMPANY, MEMBERS OF THE INTERNATIONAL BROTHERHOOD OF MAINTENANCE-OF-WAY EMPLOYEES. — NO BOARD ESTABLISHED, SETTLEMENT BEING EFFECTED BY NEGOTIATION.

Application received—June 28, 1915.

Parties concerned—(1) Employer—Grand Trunk Pacific Railway Company.  
(2) Employees—members of the International Brotherhood of Maintenance-of-Way Employees.

Applicants—Employees.

Nature of industry concerned—Railway trackmen.

Nature of dispute—Proposed reduction of wages and termination of working agreement.

Number of employees affected—Directly, 1,800; indirectly, 1,400.

During procedure looking to the establishment of a Board, the application was withdrawn by the employees; the Department was informed that a satisfactory arrangement was effected by direct negotiations.



X.—APPLICATION FROM ELECTRICAL WORKERS IN THE EMPLOY OF THE BRITISH COLUMBIA ELECTRIC RAILWAY COMPANY, BEING MEMBERS OF LOCALS NO. 213 VANCOUVER, NO. 230 VICTORIA, AND NO. 558 NEW WESTMINSTER, INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS.—BOARD ESTABLISHED.—UNANIMOUS REPORT BY BOARD.—NO CESSATION OF WORK.

Application received—July 19, 1915.

Parties concerned—(1) Employer—British Columbia Electric Railway Company. (2) Employees—electrical workers, members of Local Unions No. 213 Vancouver, No. 230 Victoria, and No. 558 New Westminster, International Brotherhood of Electrical Workers.

Applicants—Employees.

Nature of industry concerned—Street railway workers.

Nature of dispute—Wages, hours, conditions of employment, and alleged unfair dismissal of certain employees.

Number of employees affected—150.

Date of constitution of Board—August 14, 1915.

Membership of Board—The Honourable Mr. Justice W. A. Macdonald, Vancouver, B.C., chairman; Mr. Jas. A. Harvey, K.C., Vancouver, for employer; Mr. Edmund H. Morrison, Vancouver, for employees. Mr. Harvey was appointed by the Minister in the absence of a recommendation by the company. The chairman was appointed by the Minister in the absence of a joint recommendation by other Board members.

Report received—September 15, 1915.

Result of inquiry—The Board presented a unanimous report accompanied by a proposed schedule of rules and rates of pay effective for two years from September 15, 1915. The award was acceptable to the employees, but not to the company. No cessation of work occurred.

#### TEXT OF BOARD'S REPORT.

In the matter of "Industrial Disputes Investigation Act, 1907," and in the matter of differences between the British Columbia Electric Railway Company, Limited, and Local Unions Nos. 213, 230 and 558 of Vancouver, Victoria and New Westminster, respectively, of the International Brotherhood of Electrical Workers.

To the Honourable T. W. Crothers, K.C.,  
Minister of Labour,  
Ottawa, Canada.

The Board of Conciliation and Investigation constituted in this matter and consisting of the Honourable Mr. Justice W. A. Macdonald, chairman, appointed by the Minister of Labour, Mr. E. H. Morrison, representative of the employees, and Mr. J. A. Harvey, K.C., the representative of the company, appointed by the Minister of Labour (in default of the company recommending a member of the Board), begs to report as follows:



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The employees were represented before the Board by Mr. J. H. McVety and Mr. W. F. Dunn, and the company was not represented, though duly notified of the sittings of the Board.

The company in answer to the application for a Board of Conciliation objected that out of the 150 electrical workers alleged to be affected by the dispute, some 112 were working for the company under an agreement which had nearly two years to run, and that there was no dispute existing between such employees and the company. It declined to deal with the application or to appoint a representative to the Board, or to take any part in any enquiry or to be governed by the findings of the Board.

Shortly after the enquiry was entered upon it became apparent that only some 16 employees of the company would be affected by any recommendations that might be made. There had been an agreement in force between the parties which the company refused to renew, and the contention of the employees who sought the assistance of the Board in arriving at a settlement was that such agreement, both as to wages and working conditions, was fair and should become effective for a further definite period.

Evidence was adduced by the employees as to the rate of wages paid to other electrical workers in British Columbia and at coast cities in the United States. It was felt advisable to obtain the attendance of officials of the company for the purpose of determining not only the number of employees who would be affected by any recommendations that might be made, but also to obtain any information the company might possess as to the rate of wages paid to similar workmen, and the working conditions that prevailed, at other points. This was done by requiring the attendance of proper officials and enabling them also to state the reasons that actuated the company in proposing a reduction of wages and change in working conditions.

A copy of a subsisting agreement between the Western Canada Power and Light Company and the International Brotherhood of Electrical Workers was produced, as well as the working rules and schedule of wages of the British Columbia Telephone Company and agreements between other companies and their electrical workers. It appeared that the first mentioned company paid its journeymen linemen \$4.55 per day as compared with the B. C. Electric payment of \$4.35 per day, while the British Columbia Telephone Company paid similar workmen \$4.25 per day. While the wages paid in Central and Eastern Canada were lower than those paid by the B. C. Electric, still the rate in the neighbouring State of Washington was almost similar. Wages paid for linemen in Tacoma were \$4.00, Seattle \$4.40, Everett \$4.00, Bellingham \$3.50 to \$3.75, Spokane \$3.60 to \$4.50. We had to bear in mind, however, that in many cases these wages were paid to electrical workers who were employed by telephone companies. It was quite evident to us that the work of these employees of the B. C. Electric was much more hazardous than that of similar workmen employed by a telephone company. This was proved to our satisfaction by independent evidence and was well worthy of consideration in fixing the rate of wages, especially when comparing the amount paid by the B. C. Telephone Company with that paid by the B. C. Electric. We felt that the depression existing in British Columbia and the general reduction of wages should not, under the special circumstances attendant upon the employment of such electrical workers, to any appreciable extent affect their rate of wages. It is skilled and dangerous work, requiring years of experience. It should only be pursued by competent men, not only for their own protection, but as a safeguard to the public, especially on frequented streets.



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We were not assisted by argument on behalf of the company, but having regard to the wages paid locally and in the adjoining State of Washington, to this class of workmen, we think we have dealt fairly in the matter.

After lengthy discussion and consideration we are enabled to unanimously recommend the schedule and rate of wages outlined in the documents enclosed herewith. If such recommendation be accepted, it means a reduction of wages and variation in the working conditions. In arriving at the amount of wages we deemed proper to recommend, we have taken into account the advisability of altering the privilege possessed by the workmen as to going to and from their work on the company's time, and limiting it to a considerable extent. We also thought that the conditions as to the number of men engaged in certain work might be relaxed without endangering the safety of the men but benefitting the company through a saving of expense.

Dated at Vancouver, B.C., this 11th day of September, A.D. 1915.

(Sgd.) W. A. MACDONALD,  
*Chairman.*

(Sgd.) J. A. HARVEY,  
*Representing the Company.*

(Sgd.) E. H. MORRISON,  
*Representing the Employees.*

#### RECOMMENDED AGREEMENT.

This agreement made and entered into this..... day of September, 1915, by and between the British Columbia Electric Railway Company, Limited (which shall include any subordinate company, directly or indirectly under their control) and the International Brotherhood of Electrical Workers through the Pacific District Council No. 1 of the Third District of International Brotherhood of Electrical Workers as parties of the second part.

First, that for and in consideration of harmonious relations and settled conditions of employment with financial and personal relations mutually beneficial and the covenants and agreements herein mentioned, the parties hereto do hereby enter into, ordain, establish and agree that the following wage schedule and working rules shall be binding upon the parties hereto for a period of two (2) years, commencing fifteenth of September, 1915, and shall continue in full force and effect thereafter unless terminated by ninety (90) days' notice in writing from either of the parties hereto to the other, whereupon the same may be amended, cancelled or substituted as may be mutually agreed upon by the parties hereto.

The company recognizes the International Brotherhood of Electrical Workers and will not discriminate against any employee because of his connection with same. And the International Brotherhood of Electrical Workers will not in any way interfere with or limit the right of the company to discharge or discipline its employees where sufficient cause can be shown, except for being a member of the International Brotherhood of Electrical Workers. All committees appointed to interview the management in connection with any matter affecting this schedule shall be regular employees of the company.



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*Working Rules and Schedule of Wages.*

These rules shall apply to employees listed in Section 26 and shall be posted for their information and government.

Article 1. Eight hours shall constitute a day's work. Ordinary working hours 8 a.m. to 12 noon, and 1 p.m. to 5 p.m.

Article 2. Employees to go to and from work on their own time. Unless previously notified to the contrary, they shall report each morning for work at the store room. If required to work outside of the city limits they are to go to such work from the city limits and return thereto on the company's time. When workmen are employed outside of the city and living in camp then they are to go from camp to their work and return to camp on the company's time. Additional time will be allowed at the discretion of the foreman at the dinner hour where the location of the work and the working conditions warrant same.

Article 3. Any employee being called on duty between the hours of 5 p.m. and 10 p.m. shall receive payment of the rate of one and a half time the standard rate; additional overtime or overtime starting at 10 p.m. or later shall be computed at double time of the standard rate up to the hour of 8 a.m., or until being relieved of duty. Employees reporting for work between 4 a.m. and 8 a.m., such time shall be computed at double time of the standard rate, and where such overtime does not equal eight regular working hours employees will be allowed to work the following eight hours at straight time.

Article 4. Holidays shall be as follows: Sundays, New Year's Day, Good Friday, Victoria Day, Dominion Day, Labour Day, Thanksgiving Day and Christmas Day, and such other days as are generally observed in the province in which the company operates. Bank holidays are not included. Men entitled to vote will be allowed time off to vote on election day with pay. Saturday afternoon to be computed at time and one-half, the standard rate between the hours of 1 p.m. and 6 p.m. and twice the standard rate from 6 p.m. until being relieved from duty.

In case men are requested to work through until 5 o'clock p.m. without the option of noon hour, the noon hour to be computed at the rate of two times the standard rate.

Article 5. Expenses of board and lodging will be allowed all foremen when sent away from headquarters.

Article 6. Expenses of board and lodging will be allowed all lead cable splicers and helpers when sent away from headquarters.

Article 7. (a) All other employees detailed for work away from headquarters, upon a temporary job, will be allowed expenses of board and lodging. Twenty days will be considered a temporary job; more than twenty days will be considered a permanent job, for which no board and lodging expenses will be allowed. All employees shall be notified before being sent away whether the work shall be classified as a temporary or permanent job. If classified as a temporary job and the work exceeds twenty days, board and lodging will be provided until the return to headquarters. If classified as a permanent job and a return to headquarters (except in case of dismissal or resignation) is made in less than twenty calendar days, board and lodging will be allowed. Headquarters will be considered where men are actually engaged for work.

(b) The company will furnish to any employee affected by this agreement, on becoming a consumer of gas, such gas at the rate of \$1.00 per thousand cubic feet, and he will be entitled to purchase electric light from the company for the



use of himself and his family only, at 4 cents per kilowatt hour as measured by meter and subject to such regulations for the use of same as the company may issue from time to time. The company to instal meters free and charge no rent for same. Until such meters are installed, the present flat rate paid shall continue.

(c) Free transportation shall be granted to all such employees at all times over all lines within the city in which they are employed or over the interurban district in which they are employed. Under special circumstances the company may grant upon request a pass to an employee covering transportation between the nearest interurban station to his home and the place where he is employed, should the party live in a district where the city car accommodation will not adequately cover his needs.

(d) Each employee shall be granted one round trip pass per week for himself, his wife and members of his family wholly dependent upon him, over Districts 1, 2 and 4, good on any day of such week, and four (4) round trip passes per year over District 3 or Saanich District good on any day except Saturday, Sunday or public holiday, or day preceding a public holiday.

(e) Any employee residing on an interurban line shall be entitled to purchase settlers' tickets not exceeding thirty (30) per month, at half rate for his wife and the members of his family wholly dependent upon him, unless this provision is contrary to law.

(f) Any employee making wrongful use of any of the concessions granted by this clause, or transferring them to persons not authorized to receive them, shall be dismissed from the service.

Article 8. Employees affected by this schedule resigning from work while away from headquarters will not be allowed transportation to headquarters. Should the completion of the work render the services of the employee no longer necessary, transportation to headquarters, or an amount equivalent to the cost of such transportation, will be allowed.

Article 9. Employees shall be paid semi-monthly, payment to be made on the 24th of the month for wages due up to and including the 15th of the current month and on the 9th of the month for wages due up to and including the last day of the preceding month. Employees away from headquarters to be paid semi-monthly, not later than two days after those at headquarters. For the purpose of cashing cheques received from the paymaster's office, the cashier's office in Vancouver, New Westminster and Victoria will be open until 8 p.m. on the 9th, 10th, 24th and 25th days of each month except when such days fall on a Sunday or recognized holiday.

Article 10. Employees dismissed while away from headquarters must be paid in full all wages due them. Should lack of sufficient funds prevent this, transportation must be allowed to the point where payment will be made.

Article 11. Where employees affected by the schedule decide that their board and lodging be paid by the company, or where working conditions compel the company to provide board and lodging, the rate will be \$1.00 less per day than the schedule below, except in the case of foremen and temporary jobs.

Article 12. At least three journeymen linemen will be used in all and every gang pulling in underground cable and in erecting poles and fixtures.

Article 13. An employee giving orders or having charge of men shall be considered as a foreman. All foremen shall have had at least three years' experience in one or more branches of the trade.

(b) Men acting as foremen or in charge of what is known as short order work are to be allowed to assist in such work, but they are not to do the work required of a journeyman, except in emergency cases.



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Article 14. *Journeyman.* An employee having three or more years' experience in one or all branches of the trade as listed herein.

Article 15. During the last twelve months of their apprenticeship apprentices shall be expected to do same class of work as a journeyman. All apprentices must serve three years' actual work in the business before they can be rated as journeymen, except where journeymen cannot be obtained and the ratio of apprentices to journeymen shall not exceed one to four journeymen to a gang. Apprentices shall not be allowed to work on high voltage wire, except during the last six months of their apprenticeship.

Article 16. All wires carrying a voltage of 650 volts or over shall be classed as high voltage wires.

Article 17. When work is being done on high voltage wires, two journeymen must be assigned to the job and are not allowed to work on two different wires at the same time. In station work two journeymen are required to work on wire carrying a voltage of 500 or more.

Article 18. In case of trouble on high voltage wires or where work is hazardous, two or more journeymen must be sent out to repair trouble, one man to be sent out to watch until another can be obtained.

Article 19. Working on poles, timbers, bridges, towers or fixtures of an elevation of 95 feet or over, time to be computed at two times the standard rate as per schedule. Linemen to have jurisdiction over assembling and erecting of towers, framing and setting poles.

Article 20. Two men in each of the company districts to work Saturday afternoons on straight time for trouble only, men to work in turn. Trouble men on trolley and electric light work, working shift work, will be paid at straight time for any eight consecutive hours out of the 24 hours for trouble only.

Article 21. Emergency crews to work on trouble only.

Article 22. All monthly men affected by this schedule shall have two weeks off each year at full pay.

Article 23. Cable splicers' helpers shall be journeymen linemen. Cable splicers shall at no time be allowed to work unless attended by a helper. All joining, splicing and terminating of lead covered cable shall be under the jurisdiction of cable splicers.

Article 24. Regular patrolmen shall work on the monthly basis. All extra patrolmen shall work on a daily basis.

Article 25. Employees called out on emergency work or trouble shall receive not less than four hours' pay computed at straight rate.

Article 26. *Wage Schedule.*

Foremen (linemen).....	\$ 4.90 per day.
Journeyman.....	4.20 per day.
Repairmen.....	4.20 per day.
Cable splicers.....	5.10 per day.
Foremen patrolmen.....	128.00 per month.
Patrolmen.....	107.50 per month.
Apprentices, begin.....	2.95 per day.
“ after 6 months.....	3.10 per day.
“ after 12 months.....	3.35 per day.
“ after 18 months.....	3.70 per day.
“ after 24 months.....	3.95 per day.
“ after 36 months.....	4.20 per day.

Foremen patrolmen to be provided with horse and rig.

Patrolmen to be provided with proper transportation.

In witness whereof the parties hereto have hereunto affixed their hands and seals through their respective officers in quadruplicate, the date and year first above written.



XI.—APPLICATION FROM EMPLOYEES OF THE INTERCOLONIAL COAL MINING COMPANY, LIMITED, WESTVILLE, N.S.—BOARD ESTABLISHED.—UNANIMOUS REPORT BY BOARD.—SETTLEMENT EFFECTED.

Application received—August 19, 1915.

Parties concerned—(1) Employer—Intercolonial Coal Mining Company, Limited.  
(2) Employees—workmen at Westville, N.S.

Applicants—Employees.

Nature of industry concerned—Coal mining.

Nature of dispute—Wages.

Number of employees affected—366.

Date of constitution of Board—September 1, 1915.

Membership of Board—His Honour Judge W. B. Wallace, Halifax, N.S., chairman; Mr. John MacKeen, Halifax, for employer; Mr. Simon Lott, Pictou, N.S., for employees. Chairman appointed on joint recommendation of other Board members.

Report received—September 17, 1915.

Result of inquiry—The Board presented a unanimous report making recommendations which were accepted by both parties, the dispute being accordingly settled.

TEXT OF BOARD'S REPORT.

To the Honourable,  
The Minister of Labour,  
Ottawa, Canada.

In the matter of the Industrial Disputes Investigation Act, 1907; and of a dispute or difference between the Intercolonial Coal Mining Company and certain of its employees.

The Board of Conciliation appointed in relation to the differences between the above parties met on Tuesday, September 7, 1915, at Westville, in the County of Pictou, where each member of the Board took the oath prescribed by statute. An informal discussion took place regarding the feasibility of a prompt settlement of the differences in question without taking any evidence. It was finally decided to be advisable to take evidence, and, accordingly, the Board met again on the same evening at seven o'clock, in a hall at Westville, the meeting being open to the public. A number of witnesses were examined on behalf of the employees of the company. On the morning of the following day the Board visited various portions of the colliery and saw the nature of the work done by some of the men, and in the afternoon the Board met again publicly and heard evidence presented on behalf of the company, and also some supplementary evidence presented on behalf of its employees. The Board then adjourned to meet in Halifax and consider the evidence submitted, and prepare its report.



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The Board accordingly met at Halifax on Monday afternoon, September 13. and finally on Tuesday, September 14.

Careful consideration was given by the Board to the evidence and representations on behalf of the employees seeking to justify an increase of wages, and also to the evidence and representations on behalf of the company in relation to the financial side of the question. Many phases of the matter were given due consideration, including abnormal conditions brought about as a result of the war.

The Board eventually decided to make the following recommendations:

1. That the minimum wage for boys in the employ of the company should be 80 cents per day.
2. That all boys receiving a daily wage between that minimum and \$1.48 should receive an increase of 10 cents each per day.
3. That the daily wage of the employees now paid \$1.48 or in some cases \$1.50 should be increased to \$1.60 in each case.
4. That the daily wage of employees now paid \$1.59 or from that sum to \$1.65 should be increased in each case to \$1.70.
5. That all the said increases should become effective from the first day of September, 1915.

The Board desires to express its genuine admiration for the attractive appearance of the great majority of the houses occupied by the employees of the company. It was particularly gratifying to know that in a very large proportion of cases these comfortable homes are owned by the employees themselves. It was also a pleasure to note the cordial relations that exist between the officers of the company and its employees. All parties to this investigation seemed to be animated by a desire for a settlement that would be just and fair to all concerned, and the Board wishes to express its appreciation of the aid received from the representatives of the employees and the company during the proceedings before the Board.

All of which is respectfully submitted.

(Sgd.) W. B. WALLACE,  
*Chairman.*

(Sgd.) SIMON LOTT.

(Sgd.) J. McKEEN.



XII.—APPLICATION FROM EMPLOYEES OF THE NOVA SCOTIA STEEL AND COAL COMPANY, LIMITED, AND THE EASTERN CAR COMPANY, LIMITED, ENGAGED IN THE MANUFACTURE OF MUNITIONS OF WAR AT NEW GLASGOW, N.S., AND TRENTON, N.S., RESPECTIVELY.—BOARD ESTABLISHED.—UNANIMOUS REPORT BY BOARD.—SETTLEMENT EFFECTED.

Application received—August 19, 1915.

Parties concerned—(1) Employer—Nova Scotia Steel and Coal Company, Limited, and Eastern Car Company, Limited. (2) Employees—workmen at New Glasgow, N.S., and Trenton, N.S., respectively, engaged in the manufacture of munitions of war.

Applicants—Employees.

Nature of industry concerned—Manufacture of munitions of war.

Nature of dispute—Reduction of wages.

Number of employees affected—2,000.

Date of constitution of Board—September 1, 1915.

Membership of Board—His Honour Judge Emerson Coatsworth, Toronto, Ont., chairman; Col. B. A. Weston, Halifax, N.S., for employer; Mr. R. H. Murray, Dartmouth, N.S., for employees. Chairman appointed by the Minister in the absence of joint recommendation by other Board members.

Report received—September 27, 1915.

Result of inquiry—The Board presented a unanimous report which was acceptable to both parties.

Remarks—The remark made with reference to application No. VII applies here also, the dispute at this date coming within the jurisdiction of the statute only by mutual agreement between the disputants. The employees had ceased work, but both parties on representations from the Department consented to refer the dispute to a Board, which was accordingly established, the employees returning to work. Both parties, before the constitution of the Board, signed an agreement to abide by the Board's decision and providing that the Board's decision should be binding until the close of the war or so long as the manufacture of munitions was continued by the employer.

TEXT OF BOARD'S REPORT.

In the matter of the Industrial Disputes Investigation Act, 1907, and in the matter of the Nova Scotia Steel and Coal Company, Limited, and the Eastern Car Company, Limited, employers, and the workmen of the said companies, employees.

To the Hon. T. W. Crothers, K.C., M.P.,  
Minister of Labour,  
Ottawa.

DEAR SIR,—The undersigned members of the Board of Conciliation appointed in this matter beg respectfully to submit the following as their report.

The Board held its first meeting in New Glasgow, Nova Scotia, on Monday, the twentieth day of September, 1915, and sat continuously from day to day each day until the twenty-fifth day of September, 1915.



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The Board has considered all matters brought before it and heard all the evidence adduced and the contentions of the various parties, and is pleased to announce that it has come to a unanimous conclusion, and its recommendations are set out in the following sections.

It might be well to note the fact that this Board is constituted under an agreement between the parties dated at New Glasgow on the nineteenth day of August, 1915, the said agreement being as follows:

1. All matters and disputes shall be referred to a Board of Conciliation appointed under the provisions of the Industrial Disputes Investigation Act, 1907.

2. When both parties have agreed to such a reference the men will return to work under the conditions prevailing on August 15, 1915.

3. It is agreed that the decision of such Board of Conciliation and Investigation shall be binding upon both parties until the end of the war or so long and so far as the companies are engaged on munition work.

The Board is further pleased to testify that they have received the greatest courtesy from all persons attending on both sides and every opportunity has been afforded both the Board and the representatives to thoroughly investigate the matters brought before the Board.

At the first meeting the Board made an effort to induce the parties to come together and reconcile their differences in an amicable manner, but owing to certain circumstances and disputes existing between them it was found impossible to do so, and the Board then proceeded to take evidence and dispose of the matters referred to them.

It is gratifying to note that while these companies, or at least the Nova Scotia Steel Company, has been in operation under one name or another for over thirty years, this is the first dispute that has arisen between them and their employees, and it is hoped there will be no further cause of dispute.

Generally speaking, there were two matters to be disposed of by the Board: (1) the claims made by the men for an advance in the amounts allowed to them in rates or hourly wage, and (2) a claim made by the company for a reduction on certain rates being allowed.

The Board has gone very fully into all the items and arrived at the conclusions herein set out with regard to each of the items.

1. Water boys.—The claim made by them is that water boys ask for a rate of 14 cents per hour. All water boys to work eight hour shifts. The Board recommend a rate of 9 cents with eight hour shifts.

2. Mill men.—The men on No. 1 and 2 mills are to receive the rates in tonnage following:

## RATES FOR No. 1 MILL.

	No. 1 Bars	Tonnage rate.
Roller.....		.27
Heater.....		.14
Heater helper.....		8.1
Engineer.....		11
Rougher.....		14
Catcher.....		11
Sticker in.....		9¾
Hooker.....		8.1
Extra front.....		9
Straightener.....		7½
Shearman.....		10.2
Shearman helper.....		7½
Finisher.....		13.4



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## RATES ON MILLS AND SHEARS.

No. 2 Bars.		Tonnage rate.
Roller.....		.15
Rougher.....		8.5
Heater.....		8.5
Heater helper.....		5.2
Engineer.....		7
Finisher.....		6.5
Front.....		6
9-in. roughers.....		6
Back.....		6
Catcher.....		6.5
Straightener.....		5.5
Straightener helpers.....		5.
Shearman.....		5.75
Shearman helpers.....		5

All these men who are making less than 18 cents check time now are to be increased to 18 cents, also that the shifts be changed to be from 7 a.m. to 5.30 p.m., and from 6 p.m. to 6.30 a.m. The men also to be paid check time for rolling samples.

3. Repair department.—No recommendation made by the Board.

4. Firemen.—The head fireman to receive  $23\frac{1}{2}$  cents per hour and the others 21 cents per hour with time and a half for Sundays.

5. Ash wheelers.—These men to receive  $17\frac{1}{2}$  cents per hour.

6. Shell men.—The proposed reduction on the shell men is not to go into effect and they are to continue as heretofore.

7. Shippers.—It is recommended that the shippers get 22 cents per hour.

8. Axle department.—This claim was withdrawn.

9. Axle cutters and turners.—To receive 20 cents an hour while on repairs.

10. Firemen's helpers.—This is included in shell men, No. 6.

11. Coolers.—This is included in shell men, No. 6.

12. Disc heaters.—To receive \$1.75 per day up to 1,500.

13. Pit spike department.—Runners to get  $28\frac{1}{2}$  cents and the helpers  $17\frac{1}{2}$  cents check time.

14. Tie plate department.—No recommendation.

15. Men on cogging mill.—To be increased to 18 cents check time from 15 cents.

16. Mill engineers.—This claim was withdrawn.

17. Common labourers.— $16\frac{1}{2}$  cents an hour for first fortnight and  $17\frac{1}{2}$  cents per hour thereafter.

It is also recommended that proper additional wash room accommodation be provided throughout the works.

The workmen of the car company put in two claims with regard to the planing mills, and evidence was given only on behalf of the gainer, and as this affects only one man and the company intend to adjust this matter, the Board give no recommendation.

In regard to the erection department, the claim was withdrawn, as the men are satisfied at the present time.

A copy of the schedule of claims as presented by the men is attached hereto for the information of the Department.



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Respectfully submitted at New Glasgow, Nova Scotia, this twenty-fifth day of September, 1915.

(Sgd.) E. COATSWORTH,  
*Chairman.*

(Sgd.) B. A. WESTON,  
*For the Companies.*

(Sgd.) R. H. MURRAY,  
*For the Employees.*

It is taken for granted that the companies will not discriminate against any man because he is a member of a union.

(Sgd.) E. COATSWORTH,  
*Chairman.*

(Sgd.) B. A. WESTON,  
*For the Companies.*

(Sgd.) R. H. MURRAY,  
*For the Employees.*

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*Industrial Disputes Investigation Act, 1907.*

Memorandum of claims of employees of the Nova Scotia Steel and Coal Company, Limited, to be referred to a Board of Conciliation and Investigation under the Industrial Disputes Investigation Act, 1907.

Water boys.—Water boys ask for a rate of 14 cents per hour. All water boys to work eight hour shifts.

Mill men.—The men on No. 1 and No. 2 mills ask for rates in tonnage which existed immediately previous to April 1, 1908, and the hours in effect two years ago. Copies of the said tonnage rates are annexed hereto. These men also ask for an investigation into the amount deducted for scrap. At present on shell stock, ten per cent is deducted. It is contended that five per cent would be more than enough. On plate, fifteen per cent is taken off for scrap. About one-half of this would be ample. The men also ask to be paid check time while rolling samples whether or not tonnage has been made on the day that samples are rolled. When working on check time, they ask to be paid 20 cents per hour for the low paid men and the others in proportion. Men on mills ask to be supplied with well water.

Repair department.—The men ask to be supplied with well water.

Firemen.—Firemen to be paid 25 cents per hour and double time for Sundays.

Ash wheelers.—Ash wheelers ask to be paid 20 cents per hour and double time for Sundays.

Shell men.—The men working on shells ask that the old rates effective previous to August 15, 1915, be restored.

Shipping room employees.—The number of men in the shipping room has been increased from 15 to 18 men. These men ask that the rates be increased accordingly, that the amount of money divided among them be proportionately increased, and also if more men are put in the shipping room that the money be increased accordingly.

Axle department.—Heaters and helpers ask for 2 cents per axle increase on all sizes.

Cutters.—Cutting on axles  $5\frac{1}{2}$  x 10 an increase of 2 cents; on axles 5 x 9, old rate of 10.7; on axles  $4\frac{1}{2}$  x 8, an increase of 1 cent; on axles  $5\frac{1}{2}$  x 10,



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C.P.R. order 12½ cents. All these men are at present receiving 16½ cents and ask for a rate of 20 cents per hour while on repairs.

Firemen's helpers.—On big shells ask for old rate of 16¼ cents per hour equal to 200 shells and 40 cents per hundred for additional over that number.

Coolers on second operation.—Ask 18.8 cents per hour equal to 200 shells and 20 cents per hundred after.

Disc heaters.—Ask 20 cents per hour, check time, same to apply to every two hundred over 1,500.

Pit spike department—Ask the following: runner, 30 cents per hour check time and 20 cents off machine; helper, old rate 20 cents per hour.

Tie plate department.—Ask that men receive 25 cents per hour.

Men on cogging mill.—Low paid men only ask 20 cents per hour check time and an increase in tonnage rates.

Mill engineers.—Ask increase in check time from 20 cents to 30 cents per hour, with no change in tonnage system.

All common labour in and around the plant to be paid a minimum rate of 17½ cents per hour.

There shall be no discrimination at any time against any workman because he is a member of a union.

The company shall not hereafter employ any alien enemies.

(Sgd.) JOHN DOULL,  
*Solicitor of Employees.*

### *Industrial Disputes Investigation Act, 1907.*

Memorandum of claims of employees of the Eastern Car Company, Limited, to be referred to a Board of Conciliation and Investigation under the Industrial Disputes Investigation Act, 1907.

Planing mills.—Machine men ask increase in wages of 25 cents per day. Machine helpers ask a rate of 20 cents per hour.

Erection department.—The men in this department ask that the following rates be effective:

	Per hour
PIECE WORK—	
Riveters.....	35c.
Buckers.....	33c.
Reamers.....	28c.
Fitters.....	28c.
Stickers.....	17c.
Heaters.....	17c.
CHECK TIME—	
Riveters.....	30c.
Buckers.....	27½c.
Reamers.....	25c.
Fitters.....	25c.
Stickers.....	12½c
Heaters.....	12½c

The above prices on check time were offered by the company and are accepted by the men.

There shall be no discrimination at any time against any workman because he is a member of a union.

The company shall not hereafter employ any alien enemies.

(Sgd.) JOHN DOULL,  
*Solicitor of Employees.*



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XIII.—APPLICATION FROM STREET RAILWAY EMPLOYEES OF THE CITY OF EDMONTON, MEMBERS OF DIVISION NO. 569, AMALGAMATED ASSOCIATION OF STREET AND ELECTRIC RAILWAY EMPLOYEES OF AMERICA.—NO BOARD ESTABLISHED, SETTLEMENT BEING EFFECTED BY NEGOTIATION.

Application received—August 30, 1915.

Parties concerned—(1) Employer—City of Edmonton. (2) Employees—street railway workers, members of Division No. 569, Amalgamated Association of Street and Electric Railway Employees of America.

Applicants—Employees.

Nature of industry concerned—Street railway workers.

Nature of dispute—Proposed termination of agreement.

Number of employees affected—250.

During procedure looking to the establishment of a Board, the Department was informed that the differences had been amicably adjusted, an agreement having been drawn up and executed between the parties concerned.



XIV.—APPLICATION FROM STREET RAILWAY EMPLOYEES OF THE CITY OF EDMONTON, MEMBERS OF DIVISION NO. 569, AMALGAMATED ASSOCIATION OF STREET AND ELECTRIC RAILWAY EMPLOYEES OF AMERICA.—BOARD ESTABLISHED.—UNANIMOUS REPORT BY BOARD.—SETTLEMENT EFFECTED.

Application received—November 11, 1915.

Parties concerned—(1) Employer—City of Edmonton. (2) Employees—street railway workers, members of Division No. 569, Amalgamated Association of Street and Electric Railway Employees of America.

Applicants—Employees.

Nature of industry concerned—Street railway workers.

Nature of dispute—Alleged discrimination against union members, resulting in dismissals.

Number of employees affected—Directly, 6; indirectly, 220.

Date of constitution of Board—December 20, 1915.

Membership of Board—Mr. Frank Ford, K.C., Edmonton, Alta., chairman; Mr. Jas. E. Wallbridge, Edmonton, for employer; Mr. Wm. Macadams, Edmonton, for employees. Chairman appointed on joint recommendation of other Board members.

Report received—March 11, 1916.

Result of inquiry—The Board presented a unanimous report accompanied by an agreement between the parties concerned, disposing of all points at issue except the case of a dismissal, the agreement, however, providing that the Board's decision on this point should be final. A complete settlement was therefore effected.

TEXT OF BOARD'S REPORT.

In the matter of the Industrial Disputes Investigation Act, 1907, and of a dispute between the Corporation of Edmonton (employer) and its street railway employees, being members of Local Number 569, Amalgamated Association of Street and Electric Railway Employees of America.

All questions dealt with in the reference to us having been adjusted by a settlement arrived at between the parties, except the matter arising out of the dismissal of W. H. Clark, motorman, the cause of the dismissal being that, while running his car on the nineteenth day of December, 1915, he ran into or had a rear end collision with another car; this matter having been left to be adjusted by us as a Board of Arbitration under an agreement entered into between the City of Edmonton and the Association.

It is unnecessary to state the evidence which was given before us in view of the decision which we have arrived at.

We are of the opinion that the superintendent or traffic manager, Mr. Moir, was, in view of the serious consequences which might have arisen from such an accident, justified in dismissing Clark. It is possible, however, that had the evidence, as it was brought out before us, been available to the superintendent, he might have been justified in taking a more lenient view.

As all the other matters of dispute have been amicably settled, we are disposed to meet this case in the same spirit of compromise and find that the interests of justice will be fully met by relieving Clark from the dismissal and substituting



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for such dismissal a suspension from the date of the accident to the end of the present month, namely the thirty-first of January, 1916.

We do not consider that it is open to us to make any suggestion as to the policy to be followed in future by the superintendent, but think it wise to state that the ruling made by us on this reference should not be taken in any sense as a precedent which should govern future cases.

We find that Clark should be reinstated on the first day of February, 1916.  
Dated at Edmonton, Alberta, this twenty-eighth day of January, 1916.

(Sgd.) FRANK FORD.  
(Sgd.) WILLIAM MACADAMS.  
(Sgd.) J. E. WALLBRIDGE.

#### TERMS OF AGREEMENT.

Agreement entered into this twentieth day of January, 1916, between the Committee of Council, on behalf of the City of Edmonton, and Messrs. Hoover, Clark and Ward, the committee representing the Amalgamated Association of Street and Electrical Railway Employees of America, Local Division No. 569.

It is agreed between us to accept the following settlement of the matters in dispute:

1. That the agreement between the City of Edmonton and Local Division No. 569, entered into on the thirty-first day of August, 1915, be amended by adding to clause three the following paragraphs:

“When it is necessary to curtail expenses by laying off workmen in any branch of the trades, the last man employed will be laid off first, and so on. When employing a man for service in any of the respective trades, the man last laid off in that particular branch of trade, if available, will be given preference of employment, and a man shall not be considered a new man in re-starting.

“Where men in the car barns have been advanced to any positions, and in case such men are affected through a reduction of force, they shall be reduced to the position and rank from which last advanced in preference to being laid off.

“Seniority list to be available to the Association.”

2. That Herbert Ward remain in the position he now occupies.

3. That Ernest Ward be placed as car repairer in his order of seniority on the day shift.

4. That G. Davis, who was laid off, be discharged.

5. That H. Meyers, who has been reinstated, be retained in the service.

6. That A. Collier be given his position on his return from active service.

7. That F. J. Knight be placed on the spare list of motormen and conductors.

8. That the award of the Board of Conciliation sitting as a Board of Arbitration in the case of W. H. Clark be binding on both parties.

Signed on behalf of the Committee of Council:

(Sgd.) R. N. FRITH,  
*Chairman.*

Signed on behalf of the Amalgamated Association of Street and Electrical Railway Employees of America, Local Division No. 569:

(Sgd.) F. A. HOOVER.



XV.—APPLICATION FROM CERTAIN EMPLOYEES OF THE ACADIA COAL COMPANY, LIMITED, STELLARTON, N.S.—BOARD ESTABLISHED. — UNANIMOUS REPORT BY BOARD. — STRIKE AVERTED.

Application received—November 20, 1915.

Parties concerned—(1) Employer—Acadia Coal Company, Limited, Stellarton, N.S. (2) Employees—coal miners.

Applicants—Employees.

Nature of industry concerned—Coal mining.

Nature of dispute—Demand for increased wages.

Number of employees affected—430.

Date of constitution of Board—November 30, 1915.

Membership of Board—His Honour Judge W. B. Wallace, Halifax, N.S., chairman; Mr. Wm. H. Chase, Wolfville, N.S., for employer; Mr. Simon Lott, Pictou, N.S., for employees. Chairman appointed on joint recommendation of other Board members.

Report received—December 13, 1915.

Result of inquiry—The Board presented a unanimous report recommending certain increases to take effect on December 15, 1915. The award was accepted by the company and was understood to be acceptable also to the employees concerned, and the threatened strike was averted.

TEXT OF BOARD'S REPORT.

To the Honourable,

The Minister of Labour,

Ottawa, Canada.

In the matter of the Industrial Disputes Investigation Act, 1907, and of a dispute or difference between the Acadia Coal Company and its employees.

The Board of Conciliation appointed in relation to the differences between the above parties met on Tuesday, December 7, 1915, at New Glasgow, in the County of Pictou, in the afternoon, and on the same evening met at Stellarton, in the same county, each member of the Board having taken the oath prescribed by the statute.

It was considered impracticable to attempt a settlement of the difference without taking any evidence, and at the request of the representative of the employees the Board decided to hold a meeting open to the public, and at the said meeting to hear any evidence that might be submitted for its consideration. Accordingly a meeting, of which public notice had been previously given by posters, was held on the evening of December 7, at Orange Hall, at Stellarton, which meeting was open to all the employees of the company and to the public generally.



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A number of witnesses were examined on behalf of the employees of the company, and, in reply, Mr. George Gray, accountant, made a long statement of the financial position of the company.

On the following morning the Board met again at New Glasgow and considered all the evidence submitted.

The Board then adjourned to meet in Halifax in order to endeavour to reach a final decision, and prepare its report.

The Board accordingly met in Halifax on December 10, 1915, and at such meeting the Board finally decided to make the following recommendations:

*Surface Men.*

1. All surface men and boys earning a daily wage of \$1.50, or under said sum, to receive 5 cents increase.

*Underground Men.*

2. All underground men and boys earning a daily wage of \$1.60, or under said sum, to receive 5 cents increase.

3. That timbermen, tracklayers or brushers working on contract shall be guaranteed a minimum earning of \$1.75 per day.

4. That all the said increases shall become effective from the fifteenth day of December, 1915.

5. That inasmuch as no decrease in the general expenditure of the company in the operation of its mines can be reasonably expected for some years, the increased rates of wages hereby recommended should not again be subject to readjustment until a substantial improvement in the financial affairs of the company would justify such change.

All of which is respectfully submitted.

(Sgd.) W. B. WALLACE,  
Chairman.  
(Sgd.) W. H. CHASE.  
(Sgd.) S. LOTT.

HALIFAX, N.S., December 10, 1915.



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XVI.—APPLICATION FROM LONGSHOREMEN IN THE EMPLOY OF CERTAIN STEAMSHIP COMPANIES TRADING TO THE PORT OF ST. JOHN, N.B., MEMBERS OF THE LONGSHOREMEN'S ASSOCIATION OF ST. JOHN.—BOARD ESTABLISHED.—UNANIMOUS REPORT BY BOARD.—SETTLEMENT EFFECTED.

Application received—December 20, 1915.

Parties concerned—(1) Employer—Certain Steamship Companies trading to the Port of St. John, N.B., comprising Allan Line, C.P.R. Steamship Lines, Elder Dempster and Company, Head Line, New Zealand Shipping Company, Furness Line, Manchester Line (Furness, Withy and Company), Robert Reford Company, Donaldson Line, and Royal Mail Steam Packet Company; also H. S. Gregory and Sons and H. W. Parlee, stevedores and contractors; and Wm. Thomson and Company, Limited, J. E. Moore and Company, Limited, J. T. Knight and Company, W. M. MacKay, Limited, Geo. McKean and Company, Limited, J. B. Brand, R. C. Elkin, and Alex. Watson, ship brokers and shippers. (2) Employees—longshoremen, members of the Longshoremen's Association of St. John.

Applicants—Employees.

Nature of industry concerned—Longshoremen.

Nature of dispute—Wages, hours, and conditions of employment.

Number of employees affected—1,135.

Date of constitution of Board—January 1, 1916.

Membership of Board—Mr. W. E. Foster, St. John, N.B., chairman; Mr. J. H. Lauer, Montreal, Que., for employer; Mr. J. E. Tighe, St. John, for employees. Chairman appointed on joint recommendation of other Board members.

Report received—January 24, 1916.

Result of inquiry—The Board presented a unanimous report embodying the terms of a proposed agreement effective from January 18, 1916, until December 1, 1919, and thereafter from year to year unless notice of termination is given by either party thirty days prior to December 1 of any subsequent year. The award was accepted by the employees and by practically all the employers concerned.

TEXT OF BOARD'S REPORT.

ST. JOHN, N.B.,  
Tuesday, January 18.

In the matter of "The Industrial Disputes Investigation Act, 1907," and of a dispute between various steamship companies trading to the Port of St. John, N.B. (employers) and the Longshoremen's Association of St. John (employees).

Hon. T. W. Crothers,  
Minister of Labour,  
Ottawa.

HON. AND DEAR SIR,—The undersigned members of the Board of Conciliation duly appointed by your Department in this matter beg to submit report as follows:



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The first meeting was held on the twelfth instant, and continuous meetings have been held since to date. After a thorough investigation of the matters in dispute the Board has pleasure in stating that it has arrived at a unanimous decision and that its recommendations are set forth in the following clauses:

1. Ten hours shall constitute a day's or night's work from November 15 to April 30 inclusive, and nine hours shall constitute a day's or night's work from May 1 to November 15.

2. (a) Same men not to be ordered back to work either day or night while other men are available, except when ship is within reasonable time of finishing, or shifting from berth to berth.

(b) If any gang be required to work through the meal hour double time shall be allowed at the prevailing rate of wages for such meal hour and for such time thereafter until relieved.

3. The prevailing rate of wages to be paid for rigging and unrigging of gear, hauling, staging, handling hatches, etc.

4. Half time at the prevailing rate of wages to be paid the men for waiting when ordered out at 7 p.m. until 12 p.m., and when men are ordered out again at 1 a.m. they must be paid full rate from that time until regular knocking off time in the morning, or when ordered out to work during meal hours.

5. Double time at the prevailing rate of wages if required to work on Sundays or the following holidays, viz.: Dominion Day, New Year's Day, Good Friday, Christmas Day, and that these Sundays and holidays shall constitute of 24 hours from midnight to midnight. Should any of these holidays fall on Sunday, and the following Monday be declared a holiday by the Government, such Monday shall be considered a holiday under this section.

6. No work to be performed on Labour Day.

7. Five (5) cents per hour extra to be paid for sulphur in bulk and salt in bulk on week days, day or night, and *pro rata* on Sundays or holidays.

8. Any ship taking nothing else but deals after the discharge of her cargo shall be termed a deal boat. Any ship taking general cargo and deals shall be termed a cargo boat.

9. Fifteen (15) men to constitute a gang for loading and discharging cargo boats, except in the case of bulk coal, or bulk cargoes of salt, sulphur or maize, over side into scows, or carts or cars, when the number of men per gang shall be thirteen (13), extra two men to be otherwise employed; and in the case of deal boats, the number of men per gang shall not be less than ten (10).

10. No man shall stay in hold of any ship or vessel while grain is running.

11. All orders to the men must be issued through their respective foremen.

12. All freight when trucked outside between sheds must have two men to truck.

13. When working cargo out of one hatch and working winch of another hatch, to handle same a man be placed near the winchman to pass word from the hatchman to the winchman.

14. The rate of wages shall be thirty-five (35c) cents per hour by day or night during the winter season, and forty (40c) cents per hour day or night during the summer season, twelve and a half (12½c) cents per hour extra to be paid for handling bulk grain on week days, twenty-five (25c) cents per hour extra for handling bulk grain on Sundays and holidays over the prevailing rate of wages on such Sundays and holidays, until the thirtieth day of April, 1917, inclusive; and thereafter the wages shall be at the rate of forty (40c) cents per hour day or night without distinction for summer or winter and fifty (50c) cents per hour for handling bulk grain on week days and one dollar (\$1.00) per hour for handling bulk grain on Sundays and holidays.



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15. Should the work on the steamer or ship begin during the summer months and continue into the winter months, or begin in the winter months and continue into the summer months, the schedule of wages for such steamer shall continue the same as at the beginning of the work until completion.

16. This agreement shall become effective from the present date of signature and shall continue in force until December 1, 1919, and thereafter from year to year unless or until either party serve notice to the other party to the contrary at least 30 days prior to the date above mentioned, or prior to the first day of December of any subsequent year.

17. The Board recommends that the respective shipping companies should enter into an agreement with the Longshoremen's Association to give preference in employment to members of said association, when available.

18. The rates and conditions awarded by this Board shall apply to the Port of St. John generally.

19. It is a recommendation of the Board that both parties hereto agree to be bound by the terms of the present award under clause 62 of the Industrial Disputes Investigation Act, 1907.

20. Schedule of the working conditions of the Port of St. John, approved by the Board as a general understanding for the handling of cargo, is appended hereto and forms part of this agreement.

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*Schedule of Working Conditions for the Handling of Cargo at the Port of St. John, Referred to in the Agreement as Clause 16.*

Pine and/or spruce deals, per sling 14 pieces 3 inch.

Pine and/or spruce deals, per sling 16 pieces 2 inch.

Where spruce and/or pine scantling or deals shall be slung together, not less than the equivalent of fourteen (14) of 3 inch deals.

Pine and/or spruce 1 inch, 31 pieces per sling.

Pine and/or spruce scantling, 20 pieces per sling.

Pine and/or spruce deal ends, 30 (thirty) pieces per sling.

Sawn birch, per sling 8 pieces 4 inch.

Sawn birch, per sling 10 pieces 3 inch.

Sawn birch, per sling 15 pieces 2 inch.

Sawn birch, per sling 20 pieces 1 inch.

Not less than 12 men in gang.

Laths, per sling 20 bundles.

Flour, 140 lbs. sacks, 10 per sling, 5 per truck.

Flour, 280 lbs. sacks, 5 per sling, 2 per truck.

Flour, 98 lbs. bags, 15 per sling, 5 per truck.

Pig iron, large, 10 pieces per sling, 10 pieces per truck.

Pig iron, small, 15 pieces per sling, 15 pieces per truck.

Salt in sacks, 5 sacks per sling, 5 sacks per truck; when stacked in shed or when stacked outside of shed, two men per truck; when discharged and stowed into decked vessels, 7 sacks per sling, and when discharged into open scows, 9 sacks per sling and not less than six (6) men in steamer's hold to sling same.

Coal in bags, 5 bags per sling, 5 bags per truck, when stacked in shed or when stacked outside of shed, two men per truck; when discharged and stowed into decked vessels, 7 bags per sling, and when discharged into open scows, 9 sacks per sling, and not less than six (6) men in steamer's hold to sling same.



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Oilcake, 6 bags per sling, 6 bags per truck.  
Oilcake, in bales, 6 bales per sling, 2 per truck.  
Axles, large, 1 per sling, 1 per truck.  
Axles, small, 2 per sling, 2 per truck.  
Car rims, one shall constitute a sling whether large or small.  
Apples in barrels, 6 per sling, 3 per truck.  
Potatoes, in barrels, 5 per sling, 3 per truck.  
Sugar, large, 5 bags per sling.  
Sugar, small, 15 bags per sling.  
Hay, 6 bales per sling.

In view of the many local questions which may arise regarding a fair interpretation of the working conditions contained in the schedule attached to this award, the Board strongly recommends the appointment of a permanent local Board to deal at all times during the currency of this agreement with such matters. The Board to consist of three members, namely, a representative of the longshoremen, a representative of the shipping interests, and a chairman to be chosen by the preceding two parties so elected. Failing agreement of the two parties to arrive at a unanimous election of chairman, such chairman shall be appointed by application to a Justice of the Supreme Court of the Province of New Brunswick. All decisions of the Board so constituted shall be final and binding on both parties. The remuneration of the proposed permanent Board shall be decided at its opening session; such fees not to exceed \$10 per member for each daily session thereof, which fees shall be paid by the party found to be in default by the award of the Board.

In view of the complaints submitted with regard to loss or injury to life or property owing to absence of protective appliances at the cargo gangways, it is further strongly recommended that suitable nets or other devices shall be provided by the Port authorities during the operation of loading or discharging at the wharves, and that such protective measures be made effective without delay.

The Board regrets that its previous recommendation of November 12, 1913, with regard to supplying suitable shelters for the men at the various sheds in West St. John, has been very inadequately carried out, and would again urge upon the Federal Government and the Port authorities of St. John to supply increased accommodation in better ventilated quarters than at present, which are quite unsuitable for the purpose in view.

The whole of which is respectfully submitted.

(Sgd.) W. E. FOSTER,  
Chairman.

(Sgd.) J. H. LAUER,  
(Sgd.) J. E. TIGHE,  
Members of the Board.

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*Extract from Report of Board of Conciliation and Investigation which, in November, 1913, Framed a Working Agreement as Between the Shipping Companies and the Longshoremen of St. John, N.B.*

The Board recommends that the Shipping Federation, the Federal Government and the City of St. John co-operate in providing a shelter house at West St. John, in order that the men may be properly housed when waiting during nights. This recommendation is made on account of no means of transportation after 11.30 p.m. at nights from the west side of the harbour to the east side, where most of the men live.



XVII.—APPLICATION FROM LOCOMOTIVE AND CAR DEPARTMENT EMPLOYEES OF THE TORONTO, HAMILTON AND BUFFALO RAILWAY COMPANY, MEMBERS OF T. H. & B. SYSTEM FEDERATION NO. 36, ETC.—BOARD ESTABLISHED.—INVESTIGATION NOT COMPLETED AT END OF FISCAL YEAR.

Application received—February 28, 1916.

Parties concerned—(1) Employer—Toronto, Hamilton and Buffalo Railway Company. (2) Employees—workmen in locomotive and car department at Hamilton, Ont., members of Toronto, Hamilton and Buffalo System Federation No. 36, International Association of Machinists and Helpers No. 414, International Brotherhood of Boilermakers, Iron Shipbuilders and Helpers No. 421, International Brotherhood of Blacksmiths and Helpers No. 330, and Brotherhood of Railway Carmen of America No. 94.

Applicants—Employees.

Nature of industry concerned—Railway shop work.

Nature of dispute—Wages and conditions of employment.

Number of employees affected—Directly, 105; indirectly, 12.

Date of constitution of Board—March 28, 1916.

Membership of Board—His Honour Judge Colin G. Snider, Hamilton, Ont., chairman; Mr. Geo. S. Kerr, K.C., Hamilton, for employer; Mr. Jas. Simpson, Toronto, for employees. Chairman appointed by the Minister in the absence of a joint recommendation from other Board members.

At the close of the fiscal year the investigation by the Board had not been completed.